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भारत का राजपत्र

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No. 37]

NEW DELHI, SATURDAY, SEPTEMBER 12, 1987/BHADRA 21, 1909

इस भाग में भिन्न पृष्ठ संख्या ये जाती है जिससे कि यह दस्तावेज संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—पार्ट 3—उप-पार्ट (II)
PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांघीकिक आवेदन और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

गृह मंत्रालय

(आंतरिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली, 24 अगस्त, 1987

का.ग्रा. 2400:—केन्द्रीय सरकार की यह गय है कि
मध्य प्रदेश, बिहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
महाराष्ट्र, आंध्र प्रदेश, तमिलनाडु, कर्नाटक, केरल, राजस्थान,
उत्तर प्रदेश राज्यों तथा दिल्ली मंड़े राज्यक्षेत्र में, इसमें
उपायुक्त श्रनुसूची में विनिष्टि निष्कातं सम्पत्तियों का सार्वजनिक
प्रयोजन के लिए अर्जन करना आवश्यक है। इस प्रयोजन का
संबंध विम्बापित व्यवसियों के गहन और पुनर्वास में है जिसमें
ऐसे व्यक्तियों को प्रतिकर का संदाय करता भी है।

अन: विम्बापित व्यक्ति (प्रतिकर और पुनर्वास) अधिनियम, 1954 (1954 का 41) की धारा 12 द्वारा प्रदत्त^१
शक्तियों का प्रयोग करते हुए यह अधिसूचना किया जाता है
कि केन्द्रीय सरकार ने इसमें उपायुक्त श्रनुसूची में विनिष्टि
निष्कातं सम्पत्तियों का अर्जन करने का विनिश्चय किया है
और उक्त सम्पत्तियों का अर्जन करती है।

श्रनुसूची

मध्य प्रदेश, बिहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
महाराष्ट्र, आंध्र प्रदेश, तमिलनाडु, कर्नाटक, केरल, राजस्थान,
उत्तर प्रदेश के राज्यों तथा दिल्ली संघ राज्यक्षेत्र में सभी
निष्कातं सम्पत्तियां जो विभाजन में अभिरक्षक के हिस्से में
आंबंटित की गई हैं—निष्कातं हित (पृथक्करण) अधिनियम,
1951 (1951 का 64) के उपवधों के अधीन सक्षम
अधिकारी के व्याय-निर्णयन के परिणामस्वरूप उक्त अधिनियम,
की धारा 11 के अधीन 30 जून, 1987 तक, अभिरक्षक में
निहित हो गई है अथवा उक्त अधिनियम की धारा 9 की
उपधारा (2) के अधीन बंधक के निवायन पर, 30 जून,
1987 तक, अभिरक्षक में अन्यथा निहित हो गई है, और
जिनकी वावत कोई अपील फाइल नहीं की गयी है, और
यदि की गयी है तो उन्हें अपील-अधिकारी द्वारा गद्द कर दिया
गया है।

[म. 12(1)/83-एस.एस.-I]

सुहन्मद असलम, उप सचिव

MINISTRY OF HOME AFFAIRS
(Department of Internal Security)
(Rehabilitation Division)
New Delhi, the 24th August, 1987

S.O. 2400.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat, Maharashtra, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and the Union territory of Delhi for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons ;

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires the evidence properties specified in the Schedule here-to annexed.

SCHEDULE

All evacuee properties in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat, Maharashtra, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and the Union territory of Delhi which have been allotted to the share of Custodian in partition or have vested in the Custodian under section 11 of the Evacuee Interest (Separation) Act, 1951, (64 of 1951), as a result of adjudication by the Competent Officer under the provisions of the said Act upto 30th June, 1987 or which have otherwise vested in the Custodian as a result of extinguishment of the mortgage under sub-section (2) of section 9 of the said Act upto 30th June, 1987 and in respect of which no appeals have been filed, and if filed, have been rejected by the Appellate.

[No. 12(1)/83-SS. I.]
M. ASLAM, Dy. Secy.

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
नई दिल्ली, 25 अगस्त, 1987

का.आ. 2401.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप नियम (4) के अनुसरण में वित्त मंत्रालय (आर्थिक कार्य विभाग) के प्रशासनिक नियंत्रण में स्थित भारतीय साधारण वीमा नियम के निम्नलिखित कार्यालयों को, जिनके कर्मसारीवृद्ध ने हिन्दी का कार्यसाधक जान प्राप्त कर निया है, अधिसूचित करती है :—

1. भारतीय साधारण वीमा नियम कंपनी का नाम : ओरिएंटल इंश्योरेंस कंपनी लिमिटेडः
(1) मण्डल कार्यालय, इलाहाबाद
(2) मण्डल कार्यालय, वाराणसी
(3) मण्डल कार्यालय 2, कानपुर
(4) मण्डल कार्यालय-3, कानपुर
(5) मण्डल कार्यालय, भेरठ
(6) मण्डल कार्यालय-I, लखनऊ
(7) मण्डल कार्यालय, हरिहार
(8) मण्डल कार्यालय-I, आगरा
(9) मण्डल कार्यालय-II, आगरा

[म. 11011/51/85-हि.का.क.]

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 25th August, 1987

S.O. 2401.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the General Insurance Corporation of India (under the Administrative control of the Ministry of Finance, Department of Economic Affairs) the staff whereof have acquired working knowledge of Hindi :—

General Insurance Corporation of India

Name of the Company : Oriental Insurance Co. Ltd.

- (1) Divisional Office, Allahabad ;
- (2) Divisional Office, Varanasi ;
- (3) Divisional Office-II, Kanpur ;
- (4) Divisional Office-III, Kanpur ;
- (5) Divisional Office, Meerut ;
- (6) Divisional Office-I Lucknow ;
- (7) Divisional Office, Haridwar ;
- (8) Divisional Office-I, Agra ;
- (9) Divisional Office-II, Agra.

[No. F. 11011/51/85-HU]

नई दिल्ली, 27 अगस्त, 1987

विषय :—राजभाषा नियम 8(4) का कार्यालय—हिन्दी में किए जाने वाले कार्यों को विनिर्दिष्ट करना।

का.आ. 2402.—राजभाषा नियमावली, 1976 के नियम 10(4) के प्रत्यर्गत अधिसूचित भारतीय साधारण वीमा नियम की सहायक कंपनी दि ओरिएंटल इंश्योरेंस कंपनी लिमिटेड के मण्डलीय कार्यालय—अजमेर, फरीदाबाद, गाजियाबाद, मण्डल कार्यालय-II लखनऊ, तथा मण्डल कार्यालय-I कानपुर को निम्नलिखित विषयों को राजभाषा नियमावली, 1976 के नियम 8(4) के अनुपालन में पूरा कार्य हिन्दी में करने के लिए विनिर्दिष्ट करने का निष्पत्ति दिया गया है :

1. कार्यालय के अन्तः विभागों के विषय (नोट्स)
2. बैंक
3. सभी तरह के भुगतान बातचर
4. युद्धी के आवेदन
5. हाजिरी रजिस्टर
6. अन्तः कार्यालयों/विभागों तथा बाहर भेजे जाने वाले सभी प्रकार के नेमी विषयक मानक पत्र।

[म. 12011/12/87-हि.का.क.]

पौ.द्वी. भिड़, निदेशक

New Delhi, the 27th August, 1987

Subject :—Implementation of Official Language Rule 8(4)—Specification of work to be done in Hindi.

S.O. 2402.—Divisional Offices situated at Ajmer, Faridabad, Ghaziabad, Lucknow-II and Kanpur-I of the Oriental Insurance Company Ltd. an associate Company of General Insurance Corp. of India have already been notified under Rule 10(4) of the Official Language Rules, 1976. It has now been decided to specify the following subjects relating to which the entire work should be done in Hindi, in compli-

ance of Rule 8(4) of the Official Language Rules, 1976 :—

1. Inter-departmental Notes of the office.
2. Cheques.
3. All types of Payment vouchers.
4. Leave application.
5. Attendance Register.
6. All types of routine standard letters to be sent to internal offices/Departments as well as to outside.

[No. 12011/12/87-HIC]
P. V. BHIDE, Director

नई दिल्ली, 28 अगस्त, 1987

का. आ. 2403 :—लोक ऋण नियम, 1946 के नियम 4 के खंड (ख) द्वारा प्रदत्त ग्रंथियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, यह विनिर्दित करती है कि लोक ऋण अधिनियम, 1944 (1944 का 18) की धारा 2 के खंड (२) के उपखंड (ख) के प्रयोजनों के लिए सरकारी प्रतिभूति का प्रत्येक नियमित होगा, अर्थात् :—

“प्रत्येक

भारत सरकार

राजकोष हृष्टिया (स्पान्तरण) विभाग प्रतिवृत्तियां, 1987

संख्या

दिनांक

भारत के राष्ट्रपति एतद्वारा भारतीय रिजर्व बैंक को मांग करने पर ————— (————— रुपए) अदा करने का वचन देते हैं।

2. केन्द्रीय सरकार द्वारा राजकोष हृष्टि दर के आधार पर समय-समय पर निर्धारित की जाने वाली दर पर व्याज की आदायगी की जाएगी। 31 मार्च, 1987 से 30 जून, 1987 तक की अवधि का ब्याज 1 जुलाई, 1987 वो देय है। उसके पश्चात् व्याज छमाही आधार पर प्रत्येक बर्ष की पहली जुलाई और पहली जनवरी को अदा किया जाएगा। व्याज की आदायगी इस नोट की तारीख से लेकर इस नोट के उन्मोचन की तारीख से ठीक पहले पड़ने वाली तारीख तक के लिए की जाएगी।

3. यह नोट अपरक्षम है।

भारत के राष्ट्रपति के आदेश से
गवर्नर, भारतीय रिजर्व बैंक
प्रबंधक, भारतीय रिजर्व बैंक
वस्त्राई

[ग. एफ-1(9)-डब्ल्यू एड ए/87]

एस. कृष्णमूर्ति, उप सचिव

New Delhi, the 28th August, 1987

S.O. 2403.—In exercise of the powers conferred by clause (b) of rule 4 of the Public Debt Rules, 1946, the Central Government hereby specifies that the following shall be the form of Government Security for the purposes of sub-clause

(b) of clause (2) of section 2 of the Public Debt Act, 1944 (18 of 1944), namely :—

“FORM
GOVERNMENT OF INDIA
TREASURY BILLS (CONVERSION) SPECIAL
SECURITIES, 1987

No. Dated the

The President of India hereby promises to pay to the Reserve Bank of India on demand, a sum of Rs. (Rupees)

2. Interest will be paid at a rate to be determined by the Central Government from time to time on the basis of the Treasury bill rate. Interest is payable on the 1st July, 1987 for the period from 31st March, 1987 to 30th June, 1987. Thereafter, interest will be paid half-yearly on the 1st July and 1st January of each year. Interest will be paid from the date of this note to the date immediately preceding the date on which the note is discharged.

3. his note is non-negotiable.

By order of the President of India
Governor, Reserve Bank of India
Manager, Reserve Bank of India
Bombay

[No. F. 4(9)/W&M/87]
S. KRISHNAMURTHI, Dy. Secy.

(राजस्व विभाग)

नई दिल्ली, 25 अगस्त, 1987

ग्रांटिंग

स्टाम्प

का. आ. 2404 :—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त ग्रंथियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो विभिन्न नाड़ु इलैक्ट्रिसिटी बोर्ड द्वारा जारी किए जाने वाले केवल नौ करोड़ छक्सठ लाख छिह्नर हजार पाँच सौ रुपये के मूल्य के “11% नमिल नाडु इलैक्ट्रिसिटी बोर्ड ऋण 2002” के बचन-पत्रों के स्वरूप के ब्रह्मत्रों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[म. 35/87-स्टाम्प-का. सं. 33/38/87-वि. क.]

(Department of Revenue)
New Delhi, the 25th August, 1987

ORDER
STAMPS

S.O. 2404.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory notes “11 percent Tamil Nadu Electricity Board loan 2002” of the value of rupees nine crore sixty one lakhs seventy six thousand and five hundred only to be issued by Tamil Nadu Electricity Board are chargeable under the said Act.

[No. 35/87-Stamp-F. No. 33/38/87-STI]

ग्रांटिंग

स्टाम्प

का. आ. 2405 :—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त ग्रंथियों का प्रयोग करते हुए, केन्द्रीय

सरकार एतद्वारा महाराष्ट्र राज्य वित्तीय निगम, बंबई को मात्र छ: लाख इकहत्तर हजार दो सौ पचास रुपये के उम समेकित स्टाम्प शुल्क की ग्रदायणी करने की अनुमति देती है जो उक्त निगम द्वारा जारी किए जाने वाले आठ सौ पचासवें लाख रुपये के अंकित मूल्य के अणवतों के स्तरप के क्रम संख्या 1 से 604 के 11% म.रा.वि.नि. बंधपत्र 2002 (48वीं श्रृंखला) पर स्टाम्प शुल्क के कारण प्रभार्य है।

[मं. 36/87-स्टाम्प-फा.सं. 33/39/87-वि.क.]

बी० आर० मेहमी, अवर सचिव

ORDER

STAMPS

S.O. 2405.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Maharashtra State Financial Corporation Bombay to pay consolidated stamp duty of rupees Six lakhs seventy one thousand, and two hundred and fifty only, chargeable on account of the stamp duty on 11 per cent M.S.F.C. Bonds 2002 (48th Series) bearing serial Nos. 1 to 604 in the form of debentures of the face value of rupees eight hundred and ninety five lakhs to be issued by the said Corporation.

[No. 36/87-Stamp-F. No. 33/39/87-ST]

B. R. MEHMI, Under Secy.

नई दिल्ली, 12 सितम्बर, 1987

मं. 307/सीमाशुल्क

का०आ० 2406.—केन्द्रीय सरकार, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खंड (ब) और खंड (ग) द्वारा प्रदत्त विवितों का प्रयोग करने हुए भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना संख्या 104—सीमाशुल्क, तारीख 26 अगस्त, 1972 का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में उपार्थ सारणी में क्रम सं० 8 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम सं० 8 और प्रविष्टियों रखी जायेगी, अर्थात् :—

1 2 3

“8 लालगोला नगर लाल गोला नगर से प्रारंभ होकर बंगल देश में गोवागारी थाट तक का नदी मार्ग जो परमा नदी को पार करता है।”

[फा० मं. 550/12/87-एस०सी० 1]

कुमारी एम० माइकेल, अवर सचिव

टिप्पण :—इसके द्वारा व्यापार की सुविधा और तस्करी निवारण, दोनों के लिए स्थल सीमाशुल्क केन्द्र को लालगोलालायाट से लालगोला नगर में स्थानांतरण करने के लिए अधिसूचना सं० 104—सीमाशुल्क तारीख, 26-8-72 का संशोधन किया जाता है।

New Delhi, the 12th September, 1987

No. 307CUSTOMS

S.O. 2406.—In exercise of the powers conferred by clauses (b) and (c) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following further amendment in the notification of the Government of India in

the Ministry of Finance (Department of Revenue) No. 104-Customs, dated 26th August, 1972, namely:—

In the Table appended to the said notification, for serial No. 8 and the entries relating thereto, the following Serial No. and entries shall be substituted, namely: -

1	2	3
“8	Lalgola Town	Riverine routes originating from Lalgola Town to Godagrighat in Bangladesh across the river Padma.”

[F.No. 550/12/87-L.C.I]

MISS M. MICHAEL, Under Secy.

Note :—This seeks to amend notification No. 104-Customs, dated 26-8-72 for the shifting of Land Customs Station from Lalgolaghata to Lalgola Town, both for the convenience of trade and prevention of smuggling.

वाणिज्य मंत्रालय

नई दिल्ली, 3 सितम्बर, 1987

का०आ० 2407.—निर्यात (क्वानिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के माय पठित निर्यात (क्वानिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त विवितों का प्रयोग करते हुए, केंद्रीय सरकार, वाणिज्य सचिव, वाणिज्य मंत्रालय (वाणिज्य विभाग) को अध्यक्ष और निम्नलिखित को नियमित निरीक्षण परिषद के सदस्यों के रूप में 01 जनवरी, 1987 से दो वर्ष की अवधि के लिए नामित करती है :—

- निदेशक, निरीक्षण एवं क्वानिटी नियंत्रण, निर्यात निरीक्षण परिषद, नयी दिल्ली—मरम्य सचिव।
- महानिवेशक, भारतीय मानक ध्यूरो, नई दिल्ली—पदेन।
- भारत सरकार का कृपि विषय सलाहकार—पदेन।
- महानिवेशक, वाणिज्य आसूचना तथा सांकेतिकी, कलकत्ता—पदेन।
- सचिव (तकनीकी विकास), उद्योग मंत्रालय, नयी दिल्ली।
- अपर सचिव, वाणिज्य मंत्रालय, नयी दिल्ली।
- महानिवेशक, राष्ट्रीय परम्बर सदन, कलकत्ता।
- निवेशक, (विन विभाग), वाणिज्य मंत्रालय, नयी दिल्ली।
- महानिवेशक, सेन्ट्रल लैवर रिसर्च इन्स्टीट्यूट, मद्रास।
- निवेशक, सेन्ट्रल फूड टेक्नोलॉजिकल रिसर्च इन्स्टीट्यूट, मैसूर-570013।
- विकास प्रायुक्त, लंड उद्योग, नयी दिल्ली।
- अध्यक्ष, रसायन तथा सम्बद्ध वस्तुएं, निर्यात संबंधित परिषद, कलकत्ता।
- अध्यक्ष, सी फूड एक्सपोर्ट एसोसिएशन, कोचीन।
- अध्यक्ष, नैदर एक्सपोर्ट प्रोमोशन काउन्सिल, मद्रास।
- अध्यक्ष, इण्डियन जट मिल एसोसिएशन, कलकत्ता।
- अध्यक्षमी निदेशक, हंगीनियरिंग निर्यात संबंधित परिषद, नयी दिल्ली।

[फा० मं. 3(90)/85-ई आई एंड ई पी]

एन०एस० हरिहरन, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 3rd September, 1987

S.O.2407.—In exercise of the powers conferred by section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Commerce Secretary, Ministry of Commerce (Department of Commerce) as Chairman and nominates the following as Member of the Export Inspection Council for a period of two years with effect from 1st January 1987.

1. Director of Inspection and Quality Control, Export Inspection Council, New Delhi.
—Member Secretary.
2. Director General of Bureau of Indian Standards, New Delhi—Ex-officio.
3. Agricultural Marketing Advisor to the Government of India—Ex-officio.
4. Director General of Commercial Intelligence and Statistics, Calcutta—Ex-officio.
5. Secretary (Technical Development), Ministry of Industry, New Delhi.
6. Additional Secretary, Ministry of Commerce, New Delhi.
7. Director General, National Test House, Calcutta.
8. Director (Finance Division), Ministry of Commerce, New Delhi.
9. Director, Central Leather Research Institute, Madras.
10. Director, Central Food Technological Research Institute, Mysore.
11. Development Commissioner, Small Scale Industries, New Delhi.
12. Chairman, Chemical and Allied Products Export Promotion Council, Calcutta.
13. President, Seafood Exporters' Association, Cochin.
14. Chairman, Leather Export Promotion Council, Madras.
15. Chairman, Indian Jute Mills Association, Calcutta.
16. Executive Director, Engineering Export Promotion Council, New Delhi.

[F. No. 3(90)/85-El&EP]
N.S. HARIHARAN, Director.

दिव्येश मंत्रालय

(हज सैल)

नई दिल्ली, 17 अगस्त, 1987

का. आ. 2408:—एतद्वारा, हज समिति अधिनियम, 1959 (1959 की सं. 51) के खण्ड 6 के उप-खण्ड (1), (4) और (5) के अनुसरण में श्री मोहम्मद अमीन

अखंडवानी के हज समिति, बम्बई के अध्यक्ष के रूप में तथा सर्वश्री अर्जीज साईत, संसद सदस्य और बशीर मूसा पटेल के उपाध्यक्ष के रूप में इस समिति की 3 जून, 1987 को हुई बैठक में हुए निर्वाचन को अधिसूचित किया जाता है।

[सं. एम (हज) 118-1/8/85]

ओ. पी. शाहरिया निदेशक (अफ्रीका)

MINISTRY OF EXTERNAL AFFAIRS

(Haj Cell)

New Delhi, the 17th August, 1987

S.O. 2408.—In pursuance of sub-sections (1), (4) and (5) of Section 6 of the Haj Committee Act, 1959 (No. 51 of 1959) the election of Shri Mohd. Amin Kahndwani as Chairman and S/Shri Azeez Sait, M. P. and Bashir Moosa Patel as Vice-Chairmen of the Haj Committee, Bombay at its meeting held on 3rd June, 1987 is hereby notified.

[No. M (Haj) 118-1/8/85]

O. P. SHAHRIA, Director (Africa).

योजना मंत्रालय

(सांचियकी विभाग)

नई दिल्ली, 27 अगस्त, 1987

का. आ. 2409—भारतीय सांचियकीय संस्थान अधिनियम (सं. 57) 1959 के खण्ड 8 उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा निम्नलिखित व्यक्तियों की एक समिति का गठन करती है :—

1. प्रो. वाई. के. अलग	अध्यक्ष
सदस्य,	
योजना आयोग, योजना भवन,	
नई दिल्ली	
2. प्रो. के. एल. कृष्ण,	
दिल्ली स्कूल प्रांफ इकानोमिक्स,	सदस्य
दिल्ली विश्वविद्यालय,	
दिल्ली	
3. श्री दीपक नैयर,	
जवाहर लाल नेहरू विश्वविद्यालय,	सदस्य
नई दिल्ली	
4. भारतीय सांचियकीय संस्थान का	
मनोनीत	सदस्य
5. संयुक्त सचिव,	
वित्त मंत्रालय तथा सांचियकीय	सदस्य
विभाग के वित्तीय सलाहकार,	
नई दिल्ली	
6. महानिवेशक,	
केन्द्रीय सांचियकीय संगठन,	सदस्य
सांचियकी विभाग,	
नई दिल्ली	

7. उप सचिव, सदस्य-सचिव
सांख्यिकी विभाग,
नई दिल्ली
और उक्त समिति को निम्नलिखित कार्य निर्धारित करती है अर्थात् :—

- (1) कार्य के समस्त कार्यक्रम (योजनागत तथा योजनेतर दोनों) तथा 1987-88 की वित्तीय प्राक्कलनों (जैसा कि सरकार द्वारा भारतीय सांख्यिकीय संस्थान कलकत्ता को सहायक अनुदान देने के लिए 1987-88 के बजट प्राक्कलनों में प्रदान किया गया है) की ममीका करना तथा संशोधित प्राक्कलन, 1987-88 में प्रदान की गई राशि के संबंध में सिफारिश करना, और
- (2) (क) वर्ष 1988-89 के दौरान भारतीय सांख्यिकीय संस्थान, कलकत्ता द्वारा किए जाने वाले कार्य का कार्यक्रम (योजनागत तथा योजनेतर दोनों) दर्शने वाले विवरण तथा इस प्रकार के कार्य के लिए सामान्य वित्तीय अनुमान तैयार करना और उसे केन्द्र सरकार के समक्ष प्रस्तुत करना जिसके लिए केन्द्रीय सरकार निधि की व्यवस्था करती है।
- (ख) कार्यक्रम से संबंधित विस्तृत रूपरेखा निर्दिष्ट करना।

2. समिति अपनी रिपोर्ट सरकार को 15 अक्टूबर, 1987 तक प्रस्तुत करेगी।

3. सांख्यिकी विभाग समिति को जिसका मुख्यालय नई दिल्ली में होगा, सचिवालय सहायता प्रदान करेगा।

[संख्या एम-12011/1/86-समन्वय]
जोगेन्द्र सिंह, अवर सचिव

MINISTRY OF PLANNING

(Department of Statistics)

New Delhi, the 27th August, 1987

S.O. 2409.—In exercise of the powers conferred by sub-section (1) of Section 8 of the Indian Statistical Act (No. 57) of 1959, the Central Government hereby constitutes a Committee consisting of :—

1. Prof. Y. K. Alagh, Member Planning Commission, Yojana Bhavan, New Delhi. —Chairman
2. Prof. K. L. Krishna, Delhi School of Economics, University of Delhi, Delhi. —Member
3. Shri Dipak Nayyar, Jawaharlal Nehru University, New Delhi. —Member
4. Nominee of Indian Statistical Institute —Member
5. Joint Secretary, Ministry of Finance and Financial Adviser to the Department of Statistics, New Delhi. —Member

6. Director-General, Central Statistical Organisation, Department of Statistics, New Delhi. —Member

7. Deputy Secretary, Department of Statistics, New Delhi. —Member-Secretary

and assign the following duties to the said Committee, namely :—

- (1) Review of the agreed programme of work (both plan and non-plan) and the financial estimates for 1987-88 (as provided by Government in Budget Estimates for 1987-88 for paying Grant-in-aid to the Indian Statistical Institute, Calcutta) and making recommendations regarding the amount to be provided in the Revised Estimates, 1987-88; and
- (2) (a) Preparation and submission to the Central Government of statements showing programmes of work (both plan and non-plan) agreed to be undertaken by the Indian Statistical Institute, Calcutta, during the year 1988-89 for which the Central Government may provide funds, as well as general financial estimates of such work.
- (b) the settlement on broad lines of the programme of work.

2. The Committee shall submit its Report to the Government by 15 October, 1987.

3. The Department of Statistics shall render secretariat assistance to the Committee, the headquarters of which will be at New Delhi

[No. M-12011/1/86-Coord.]
JOGINDER SINGH, Under Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 28 अगस्त, 1987

का. आ. 2410.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने काविन्द पाड़ि टेलीफोन केन्द्र, तमிலनाडू सर्किल, में दिनांक 15-9-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-1/87-पी एच बी]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 28th August, 1987

S.O. 2410.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 15-9-1987 as the date on which the Measured Rate System will be introduced in Kavindapadi Telephone Exchange, Tamil Nadu Telecom, Circle.

[No. 5-1/87-PHB]

का. आ. 2411 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के प्रनुसार महानिदेशक, दूरसंचार विभाग ने कौसा टेलीफोन केन्द्र, महानगर टेलीफोन निगम में दिनांक 15-9-87 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-16/87-पी एच बी]

S.O. 2411.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 15-9-1987 as the date on which the Measured Rate System will be introduced in Kausa Telephone Exchange, under Mahanagar Telephone Nigam Ltd., Bombay.

[No. 5-16/87-PHB]

का. आ. 2412 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के प्रनुसार महानिदेशक, दूरसंचार विभाग ने मुट्टम टेलीफोन केन्द्र, तमिलनाडु सकिल, में दिनांक 15-9-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-3/87-पी एच बी]

पी० आर० कारडा, सहायक महानिदेशक (पी. एच. बी)

S.O. 2412.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 15-9-1987 as the date on which the Measured Rate System will be introduced in Muttom Telephone Exchange, Madurai Telecom. Region.

[No. 5-3/87-PHB]

P. R. KARRA, Asstt. Director General (PHB)

भारतीय मानक ब्यूरो

नई दिल्ली, 1 सितम्बर, 1987

का. आ. 2413.—भारतीय मानक ब्यूरो नियम 1987 के नियम 6 के साथ पठित भारतीय मानक ब्यूरो अधिनियम, 1986 (1986 का 63) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार के पूर्वानुमोदन से, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (II), तारीख 12 मई, 1987 में प्रकाशित भारतीय मानक ब्यूरो की अधिसूचना संख्या का.आ. 464 (अ.) का निम्नलिखित संशोधन करता है, अर्थात् :—

उक्त अधिसूचना में, कम संख्या (2) और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित रखा जायेगा, अर्थात् :—

“(2) श्री ए. रंगाचारी,
अपर सचिव और वित्तीय सलाहकार,
खाद्य और नागरिक पूर्ति मंत्रालय,
नई दिल्ली।”

[सं. बीआईएस/ईसी/ए-1]
कि.रा. परमेश्वर, महानिदेशक

टिप्पण : मूल अधिसूचना सं. का.आ. 464 (अ.), तारीख 12 मई, 1987 द्वारा जारी को गई थी।

BUREAU OF INDIAN STANDARDS

New Delhi, the 1st September, 1987

S.O. 2413.—In exercise of the powers conferred by sub-section (1) of section 4 of the Bureau of Indian Standards Act, 1986 (63 of 1986), read with rule 6 of the Bureau of Indian Standards Rules, 1987, the Bureau, with the prior approval of the Central Government, hereby makes the following amendment to the notification of the Bureau of Indian Standards No. S.O. 464(E) published in the Gazette of India, Part-II Sec. 3, Sub-Section (ii) dated the 12th May, 1987, namely :—

In the said notification, for serial number (2) and the entry relating thereto, the following shall be substituted, namely :—

“(2) Shri A. Rangachari,
Additional Secretary and Financial Adviser,
Ministry of Food and Civil Supplies,
New Delhi.”

[No. BIS/EC/A-1]

K. R. PARAMESVAR, Director General

NOTE :—The principal notification was issued vide No: S.O. 464(E) dated 12th May, 1987.

जल-भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 26 अगस्त, 1987

आदेश

(वाणिज्य पोत परिवहन)

का. आ. 2414.—केन्द्र सरकार, वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 7 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा निदेश देती है कि उक्त अधिनियम की धारा 150 की उपधारा (1) के तहत उसके द्वारा प्रयोग में लाई जाने वाली शक्तियों, का जहां तक कि वे का.आ.सं. 2139 दिनांक 31-7-1987 की अधिसूचना के द्वारा गठित द्रिव्यनल को निपटारे के लिए भेजने से संबंधित है, नौवहन महानिदेशक भी प्रयोग कर सकेंगे।

[ग. सी-18018/1/86-एम. टी.]

राष्ट्रपति की ओर से आज्ञानुसार
जे. सी. पंत, अवर सचिव

MINISRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 26th August, 1987

ORDER

(MERCHANT SHIPPING)

S.O. 2414.—In exercise of the powers conferred by sub-section (2) of section 7 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby directs that the powers exercisable by it under sub-section (1) of section 150 of the said Act in so far as they relate to referring of disputes for adjudication to the tribunal constituted vide Notification No. S.O. 2139 dated 31st July, 1987, shall be exercisable also by the Director General of Shipping.

[No. C-18018/1/86-MT]

By order and in the name of the President

J. C. PANT, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 26 अगस्त, 1987

का. आ. 2415:—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के उपबन्ध के अनुसरण में डा. ए०ए० कृष्णे अर्स, आचार्य और अध्यक्ष, शरीर रचना विज्ञान विभाग, जे. एस० चिकित्सा महाविद्यालय मैसूर को मैसूर विश्वविद्यालय के सीनेट द्वारा इस अधिसूचना के जारी किए जाने की तारीख से भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में भारत सरकार के पूर्व स्वास्थ्य मंत्रालय की अधिसूचना सं. का. आ. 138 (सं. 5-13-59 एम. आई.) तारीख, 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, “धारा 3 की उपधारा (1) के खंड (ख) के अधीन निर्वाचित” शीर्षक के नीचे क्रम-संख्यांक 20 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्याक और प्रविष्टि रखी जाएगी, अर्थात्:—

“20 डा. ए० ए० कृष्णे अर्स,
आचार्य और अध्यक्ष, शरीर रचना विज्ञान विभाग,
जे.एस०. चिकित्सा महाविद्यालय, औल्ड वन्शीमनताप,
मैसूर बंगलौर रोड, मैसूर-570015”

[मं. वी. 11013/45/87-एम. ई. (पी)]

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 26th August, 1987

S.O. 2415.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. A.M. Krishne Urs, Prof. and Head, Dep't. of Anatomy of University of Mysore to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Govt. of India in the late Ministry of Health, No. S.O. 138 (No. 5-13-59-MI), dated the 9th January, 1960, namely:—

In the said notification, under the heading “Elected under clause (b) of sub-section (1) of section 3” for serial number 20 and the entry relating thereto the following serial number and entry shall be substituted, namely:—

“20

Dr. A. M. Krishne Urs,
Professor & Head Dep't. of Anatomy,
JSS Medical College, Old Bannimantap,
Mysore—Bangalore Road,
Mysore-570015.”

[No. V.11013/45/87-ME(P)]

का. आ. 2416—रानी दुर्गावती विश्वविद्यालय, जबलपुर की विश्वविद्यालय सभा ने, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में, डा. के.पी. चंसोरिया, आचार्य, प्रसंबोधता विभागाध्यक्ष, गवर्नरमेंट मेडिकल कॉलेज, जबलपुर को इस अधिसूचना के जारी करने की तारीख से भारतीय आयुर्विज्ञान परिषद का सदस्य निर्वाचित किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में, भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना सं. का.आ. 138, सं. 5.13/59 एम. आई तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खंड (ख) के अधीन निर्वाचित” शीर्षक के अधीन, क्रम सं. 13 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम में और प्रविष्टि रखी जायेगी, अर्थात्:—

13 “डा.के.पी. चंसोरिया,
आचार्य, प्रसंबोधता विभागाध्यक्ष,
गवर्नरमेंट मेडिकल कॉलेज,
जबलपुर”।

[मं. वी. 11013/22/87-एम. ई. (पी)]

S.O. 2416.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr K. P. Chansoria, Prof. Head of Deptt. of Anaesthesia Govt. Medical College, Jabalpur has been elected by the court of University of Rani Durgavati Vishwavidyalaya, Jabalpur to be a member of the Medical Council of India with effect from the date of issue of this notification,

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Govt. of India in the late Ministry of Health, No. S.O. 138 (No. 5-13/59-MI), dated the 9th January, 1960, namely:—

In the said notification, under the heading “Elected under clause (b) of sub-section (1) of section 3” for serial number 13 and entry relating thereto the following serial number and entry shall be substituted, namely:—

13. “Dr. K. P. Chansoria,
Prof. Head of the Deptt. of Anaesthesia,
Government Medical College, Jabalpur.

[No. V. 11013/22/87-ME(P)]

का. आ. 2417:—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में, डा. डाकुरभाई वी. पटेल की 1 मार्च, 1985 से महाराजा सयाजीराव, विश्वविद्यालय, बडोदा को सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में पुनर्निर्वाचित किया गया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (5) के मात्र पठित धारा 3 की उपधारा (1) के खंड (ब) के अनुमरण में, डा. याकुरभाई वी. पटेल, एम.डी., एफ.डी., एफ. आर.सी. एस., कल्पना अन्नीनिक, रावपुरा, बड़ीदा, गुजरात को भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना स.ग.आ. 138, नारीख 9 जनवरी, 1960 के अधीन गठित भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में प्रनामिनिर्दिष्ट करती है।

[म. वी. 11013/26/87-एम.ई.पी.]

S.O. 2417.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Thakorhai v. Patel has been re-elected by the Senate of the Maharaja Sayajirao University of Baroda to be a member of the Medical Council of India with effect from 1st March, 1985.

Now, therefore, in pursuance of clause (E) of sub-section (A) of Section 3 read with sub-section (5) of section 7 of the said Act, the Central Government hereby nominate Dr. Thakorhai V. Patel, M. S. F. I. C. S. Kalpana Clinic Raopura, Baroda, Gujarat to be member of the Medical Council of India constituted under notification of the erstwhile Ministry of Health No. S.O. 138, dated the 9th January, 1960.

[No. V. 11013/26/87-MF(P)]

का. धा. 2418 :—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (i) के खण्ड (ख) के उपवन्ध के अनुमरण में डा. मी. वी. मेडिकल कालेज, कटक को उत्कल विश्वविद्यालय, उड़ीसा की मिल्डीकेट वारा इस अधिसूचना के जारी किए जाने की तारीख में, भारतीय आयुर्विज्ञान परिषद् का सदस्य नियांवित किया गया है।

अतः धन्व, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुमरण में, भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना स. का. धा. 138 (सं. 5-13/59 एम.आई) नारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन नामनिर्दिष्ट” शीर्षक के नीचे, क्रम. संख्या 10 और उसमें संबंधित प्रविधिके स्थान पर निम्नलिखित क्रम संख्या और प्रविधि रखा जाएगी, अर्थात् :—

“10 डा. एम. विद्याधर
प्राचार्य, एम. मी. वी. मेडिकल कालेज,
कटक, उड़ीसा”।

[मंदिरा वी. 11013/37/87-एम.ई.पी.]

S.O. 2418.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. S. Bidyadhar, Principal, S.C.B. Medical College Cuttack has been elected by the syndicate of University of Utkal, Orissa to be a member of the Medical Council of India with effect from the date of issue of this notification,

855 GI/87-2

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Govt. of India in the late Ministry of Health No. S.O. 138 (No. 5-13/59-MI), dated the 9th January, 1960, namely :—

In the said notification, under the heading “Nominated under clause (b) of sub-section (1) of section 3” for serial number 10 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

“Dr. S. Bidyadhar,
Principal,
S.C.B. Medical College,
Cuttack, Orissa.

[No. V.11013/37/87-MF(P)]

का. धा. 2419 :—केन्द्रीय सरकार ने, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (क) के अनुमरण में और उड़ीसा सरकार के परामर्श, में डा. पी० के० कार, अपर मन्त्रिव, उड़ीसा सरकार को इस अधिसूचना के जारी करने की तारीख से भारतीय आयुर्विज्ञान परिषद का सदस्य नामनिर्दिष्ट किया है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपवन्धों के अनुमरण, में स्वास्थ्य मंत्रालय की अधिसूचना स. का. धा. 138, नारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में धारा 3(1) (क) के अधीन “नामनिर्दिष्ट” शीर्षक के अधीन, क्रम सं. 1 और उसमें संबंधित प्रविधि के स्थान पर निम्नलिखित क्रम सं. और प्रविधि रखी जाएगी, अर्थात् :—

“1. डा. पी० के० कार,
ग्राम सचिव,
स्वास्थ्य और परिवार कल्याण विभाग,
उड़ीसा सरकार,
भुवनेश्वर”

[म. वी. 11013/18/87-एम.ई.पी.]

आर० श्रीनिवासन, अवर सचिव

S.O. 2419.—Whereas, the Central Government in pursuance of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Orissa have nominated Dr. P. K. Kar, Additional Secretary to the Government of Orissa to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provisions of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Ministry of Health No. S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading “Nominated” under section 3(1)(a) for serial number 1 and the entry relating thereto, the following serial number and entry shall be substituted namely :—

“1. Dr. P. K. Kar,
Additional Secretary,
Health & Family Welfare Deptt.,
Govt. of Orissa,
Bhubaneshwar.”

[No. V.11013/18/87-MF(P)]

R. SRINIVASAN, Under Secy.

नई दिल्ली, 20 अगस्त, 1987

का. आ. 2420—केन्द्रीय सरकार द्वारा विविध कानूनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दान्तचिकित्सा विधिय से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग—1 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग 1 में, लखनऊ विश्वविद्यालय संबंधित क्रम संख्या 8 के सामने मद (ii) के सामने, स्तम्भ 2 और 3 के तीनों की विद्यमान प्रविधियों अन्तः स्थापित की जाएंगी, अर्थात् :—

2

3

“दान शल्य-विज्ञान में मास्टर प्रमोड़ि० प्रमो० (क्रियास्मक) लखनऊ”
(क्रियास्मक दानचिकित्सा)

[मं. वी. 12028/2/87-पी.प्र.एस.]
जी. जी. के. नायर, अवर. मन्त्री

New Delhi, the 20th August, 1987

S.O. 2420.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule to the said Act, namely :—

In Part I of the said Schedule, against serial number 8 relating to the Lucknow University, against item (ii), after the existing entries under columns 2 and 3, the following entries shall be inserted, namely :—

2

3

“Master of Dental Surgery M.D.S. (Operative)
(Operative Dentistry) Lucknow.”

[No. V. 12018/2/87-PMS]
G. G. K. NAIR, Under Secy.

अम संचालय

नई दिल्ली, 24 अगस्त, 1987

का. आ. 2421.—मैसर्ज ज्वार ग्रिक (नई दिल्ली) वि., भोटून सिंह विलिंग, क्राट लेन, नई दिल्ली-110001 (डी. एन./1091) (जिसे इसमें उक्ते पश्चात् उक्त संस्थान कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अधीन छूट दिए जाने के लिए शावेदान किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि इस स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का

सन्दाय किए विना हो, भारतीय वीमा नियम का जीवन वीमा स्कीम की सामूहिक वीमा स्कीम के अधीन वीमा ट्रैसर द्वारा में जी. एविया का रहे हैं तो एसी कर्मचारियों को उक्त प्राप्ति में शामिल है जो उक्त कर्मचारी निवेद सहबद वीमा स्कीम, 1976 (जिसे इसमें डेम्स के पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञा है;

ग्रन. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के थम संचालय की अधिसूचना संख्या का. आ. 461 तारीख 30-1-1984 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विविदिष्ट शर्तों के अधीन रहने हुए उक्त स्थापन का, 11-2-1987 में तीन वर्ष की अवधि के लिए जिसमें 10-2-1990 भी समिति है, उक्त स्कीम के गभी उपवक्त्रों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रावेशिक भविष्य निधि आयुष्म देवली को एसी विवरणिया भेजेगा और एसे लेखा रखेगा तथा निरीक्षण के लिए एसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार सभ्य-प्रमय पर निर्दिष्ट करें।

2. नियोजक, एसे निरीक्षण प्रभागों का प्रत्येक साम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के गवर्ड (क) के अधीन गभी-प्रमय पर निर्दिष्ट करें।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अन्तर्भृत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीमा प्रीमियम का सन्दाय लेखाओं का अनुसरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने गाए सभी वर्षों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक वीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस गणीधन की प्रति तथा रामचारियों वी. वहनें व्यापक भाषा में उसकी मुख्य वारों का प्रत्याद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि पर ही सदस्य है उसके स्थापन में नियोजित किया जाना है तो नियोजक सामूहिक वीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वाबन आवश्यक प्रीमियम भारतीय जीवन वीमा नियम की सन्दर्भ करेगा।

6. यदि नागरिक वीमा स्कीम के अधीन कर्मचारियों को उपबन्ध कार्यालय जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध कार्यालय में समुचित

रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें किर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से आधिक अनुकूल हैं, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के अधीन होता है, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दाव की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/3/84—पी. एफ. 2/एस. एस.-2]

MINISTRY OF LABOUR

New Delhi, the 24th August, 1987

S.O. 2491.—Whereas Messrs Pure Drink (New Delhi) Ltd., Mohan Singh Building, Connaught Lane, New Delhi-110001 (DL/1091) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment

of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 461 dated the 30-1-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 11-2-1987 upto and inclusive of the 10-2-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employee shall arrange to enhance tea benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefit to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/3/84-PH-II SS-II]

का. आ. 2122 :—मैसर्स दी मलेम मैन्डल को-आपरेटिव बैंक लि., मलेम और इसकी शाखाएं (टी.एन./4147) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकारण उपचाल्य अधिनियम, 1952 (1952 का 14) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपाधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

आंतर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिनाव या प्राप्तियम का मनदाय किए जिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी नियोप महबूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपाधारा (2क) द्वारा प्रदल अधिनियम का प्रयोग करते हुए, और भारत सरकार के श्रम मंत्रालय की अधिसूचना मस्त्या का. आ. 917 नारीब 5-3-1984 के अनुमति से और इसमें उत्तरावधि अनुसूची में विविध ग्रन्ति के अधीन रहने हए उक्त स्थापन को, 17-3-1987 से दीन वर्ष की अवधि के लिए जिसमें 16-3-1990 भी सम्मिलित है, उक्त स्कीम के नभी उपचाल्यों के प्रवर्तन में छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त निमिलनाडु को ऐसी विवरणियों भेजेगा और ऐसे नेब्बा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार गमय-गमय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारी जो प्रत्येक भारतीय गमयिता के 15 दिन के भीतर गत्वाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपाधारा (2क) के खण्ड (प) के अधीन गमय-गमय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत नेब्बाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्राप्तियम का मनदाय नेब्बाओं का अनुरूप, निरीक्षण प्रभारी जो सन्दाय आदि भी है, होने वाले सभी व्यंगों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और उन कर्मचारियों की वहन स्थापन की धारा 17 की भावा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूल्यानुच्छेद पर प्रशंसन करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही मदरूप है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के मदरूप के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्राप्तियम भारतीय जीवन बीमा निगम को सन्देश करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उत्तरावधि फायदे देने हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में फिसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मनदेश रकम उम रकम से कम है जो कर्मचारी को उग दशा में मनदेश हाती जब वह उक्त स्कीम के अधीन हाता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिवर के रूप में दोनों रकमों के अन्तर के बाबत रकम का मनदाय करेगा।

8. सामूहिक स्कीम के उपचाल्यों में कोई भी मंशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहा किसी मंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहा प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उम स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी भीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत नारीक्षण के भीतर प्राप्तियम का

सन्दाय करने में असफल रहता है, और पालिसी को व्यगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिका की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/8/84-पी०एफ० 2/एस०एस०-2]

S.O. 2422.—Whereas Messrs The Salem Central Co-operative Bank Limited Salem and its branches (TN 4147) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 917 dated the 5-3-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-3-1987 upto and inclusive of the 16-3-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under

the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/8/84-PE-II-SS.II]

का. आ. 2423:—मैसर्स तमिलनाडु स्माल स्केल इन्डस्ट्रीज कारपोरेशन लि., 5, ग्रीम रोड, मद्रास (टी. एच/7626) जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनकूल हैं जो उन्हें कर्मचारी निशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुज्ञय हैं;

ग्रन्त: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मतालय की अधिसूचना संख्या का. आ. 1627 तारीख 5-3-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रहते हुए उक्त स्थापन को, 19-3-1986 से तीन वर्ष की अवधि के लिए जिसमें 18-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

• अनूसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त देहली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम में प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदर्भ आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाय जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समन्वित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती है जब वह उक्त स्कीम के अधीन होता है, तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यप-गत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बाबे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/17/83-पो.एफ. 2/एस.ए-2]

S.O. 2423.—Whereas Messrs Tamil Nadu Small Scale Industries Corporation Limited, 5, Greame Road, Madras (TN/7626) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 1627 dated the 5-3-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 19-3-1986 upto and inclusive of the 18-3-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal/heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/17/83 PT-II SS.II]

का. आ. 2424.—मैमर्स भानेकलाल हरीलाल मिल्स लि. यासगुरा, अल्मोदावाड-380018 (जी.जे./304)---(जिसे इसमें उसके पश्चात उका रखाने कहा गया है) ने कर्मचारों भविष्य निधि और प्रक्रिया उपचार अधिनियम, 1952 (1952 का 19) (जिसे इसमें उसके पश्चात उका अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन फूट दिए जाने के लिए आवेदन किया है;

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधें संभव बीमा स्कीम, 1976 (जिसे इसमें उसके पश्चात उक्त स्कीम कहा गया है) अधीन अनुज्ञेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कारों का प्रयोग करने हुए और भारत सरकार के थम मंत्रालय की अधिसूचना संस्था का. आ. 904 नारीब्र 5-3-1984 के अनुसरण में और इससे उपायद अनुसूची में विनियोग शर्तों के अधीन रहते हुए उक्त स्थापन को, 17-3-1987 में तीन वर्ष की अवधि के लिए, जिसमें 16-3-1990 भी मम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की गतास्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के बाण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारी का सन्दाय आदि भी है, होने वाले सभी व्ययों का यहन नियोजक द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें अंशोद्धन किया जाए, तब उम संयोधन की प्रति तथा कर्मचारियों को बहुसंख्या बीमा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें अंशोद्धन किया जाए, तब उम संयोधन की प्रति तथा कर्मचारियों को बहुसंख्या बीमा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किये थाएँ था परन्तु उसकी मासिक भविष्य निधि का पट्टन ही मासिक है, उसके स्थान में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि मामूलिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्चित रूप से वृद्धि की जाने का व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए मामूलिक बीमा स्कीम के अधीन उपलब्ध फायदे, उन फायदों से अधिक अतिकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. मामूलिक बीमा स्कीम में किसी जात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में मन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिगम/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के प्रत्यक्ष के बराबर रकम का मन्दाय करेगा।

8. मामूलिक स्कीम के उपलब्धों में कोई भी मंगोलीय, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी मंगोलीय में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस मामूलिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत में कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का मन्दाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के मन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितीयों या विधिक वारिमों को, जो, यदि यह छूट न ही गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दर्भ का उन्नरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि

के हकदार नामनिर्देशितीयों/विधिक वारिमों को उस गश्त का मन्दाय नवगता में और प्रत्येक दशा में हर प्रकार में पूर्ण राशि की प्रतिज्ञ के लिए नाम के लिए मुनिष्वित करेगा।

[मंद्या एम-35014/21/84-पी एफ 2/एम एम-2]

S.O. 2424—Whereas Messrs The Manecklal Harilal Mills Limited, Saraspur, Ahmedabad-380018 (GJ/308).

(hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Fund, and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by Sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 904 dated the 5-3-1984 and subject to the conditions specified in the SCHEDULE annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-3-1987 upto and inclusive of the 16-3-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (iii) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/no-minee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view:

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/21/84-PF.II-SS.II]

का. आ. 2425.—प्रैसर्स दी गजरात स्टेट कोओपरेटिव बैंक लि. पो.बा. 302, साहकार भवन, रिलीफ रोड, अहमदाबाद (जी.जे/4655) (जिसे इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए विना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं, वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शंकितों का प्रयोग करते हुए और भारत सरकार के श्रम बंद्वालय की अधिसूचना सं. का. आ. 3406 तारीख 30-7-1983 के अनुसरण में और इसमें उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-8-1986 से तीन वर्ष की अवधि के लिए जिसमें 26-8-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रत्यक्ष से छूट देती है।

ग्रन्तिसूची

1. उक्त स्थापन के सम्बंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करेगा।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका जाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारी को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ता की संभावना

हो रहीं, गारंटी निधि प्राप्तकर, ग्राना अनुमोदन देने से पूर्व कर्मचारियों को अपना दस्तिकोण स्पष्ट करने का अनियन्त्रित ग्रावर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस मामूलिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर श्रीमियम का सन्दाय करने में प्रयत्न रहता है, और पालिंग को अवगत होने जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा श्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशियों या विधिक बारिसों को जो, यदि वह, छूट न दी गई होती तो उन स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय को उत्तराधित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत गणि के हकदार नामनिर्देशिनी/विधिक बारिसों को उस राशि का सन्दाय तत्पत्ता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुभिष्चित करेगा।

[मंख्या एस-35014/136/83-पी एफ 2/एस एस-2]

S.O. 2425.—Whereas Messrs The Gujarat State Co-operative Bank Limited, P.B. No. 302, Sahkar Bhavan Relief Road, Ahmedabad (GJ/4655) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 3406 dated the 30-7-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-8-1986 upto and inclusive of the 26-8-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/136/83-II SS II]

का.आ. 2426.—मैसर्म भंगली जिला मध्यवर्ती साहकारी बैंक लि., मरिज गोड, भंगली (एम एच 7202) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की द्वारा 17 की उपायान (2क) के अधीन छूट दिया जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का नमाचार हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिनियम या प्रीमियम का मन्दाय किए दिना ही ना गनीय जीवन वीमा निगम की जीवन वीमा स्कीम की सामूहिक वीमा स्कीम के प्रप्राप्त जीवन वीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप संबद्ध वीमा स्कीम, 1976 (जिस इमर्जेंसी के पश्चात उक्त स्कीम कहा गया है) के अधीन गन्तव्य हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के थम मंत्रालय की अधिसूचना मंदिरों का आ. 3972 तारीख 1-10-1983 के अनुसरण में और इसमें उपायद्वय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 22-10-1986 में तीन वर्ष की अवधि के लिए जिपमें 21-10-1989 भी मर्मानित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

गन्तव्यसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की ममान्ति के 15 दिन के भीतर सम्बन्ध करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीमा प्रीमियम का मन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का मन्दाय आदि भी है, होने वाले सभी व्यायों का वहन नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसोदित सामूहिक वीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमंदिया की भागा में उसका मुख्य ब्रातों का अनुवाद, स्थापन के मूल्यान पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक वीमा स्कीम के सदस्य के रूप में उसका नाम तुरार दर्ज होगा और उसकी धावा आवश्यक प्रिमियम भारीय जीवन वाला (पिंग) की गणन करेगा।

6. यदि सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बद्ये जाने हैं तो, नियोजक उक्त स्कीम के प्रप्राप्त कर्मचारियों की उपलब्ध कायदों में समुचित रूप से बद्य को जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञय है।

7. सामूहिक वीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदर्भ एकम उस रकम में का है जो कर्मचारी को उस दशा में संदर्भ होता जब वह उक्त स्कीम के अधीन होता है तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बगबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के द्वारा जाएगा और जहाँ किसी संशोधन से कर्मचारियों के लिए पर प्रतिकूल प्रभाव पड़ने की संमावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अथवा अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण लगाकर का युक्तियुक्त घोषणा देगा।

9. यदि किसी कारणवश, स्थान के कर्मचारी, भारतीय जीवन वीमा नियम के उस सामूहिक वीमा स्कीम के, जिसे स्थापन नहीं घोषित कुका है, अधीन गहरी रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी तीव्र में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन वीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का मन्दाय करने में असफल रहता है और पालिशी को व्यवस्था द्वारा जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के मन्दाय में किए गए किसी व्यतिक्रम की दशा में, उस मृत भदम्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह, छूट न दी गई होनी तो उक्त स्कीम के अन्तर्गत होते, वीमा फायदों के सन्दाय का उनरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन वीमा नियम, वीमाकृत राशि के हकदार नामनिर्देशितीय/विधिक वारिसी को उस राशि का मन्दाय तकाला में और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

S.O. 2426.—Whereas Messrs, Sangali Jilla Madhyavarthi Sanakar Bank Limited, Miraj Road, Sangali (MH/7202) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 3972 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1986 upto and inclusive of the 21-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/165/83-PF.II-SS.II]

का. आ. 2427.—मैसर्स ज्योति स्टील इन्डस्ट्रीज, बी-27 इन्डस्ट्रियल एस्टेट, गोकुल रोड, हुवली-580030 (के. एन./7047) (जिसे इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संघर्षा का. आ. 4566 तारीख 18-11-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार भवय-भवय पर निर्दिष्ट करे।

2. नियोजक, ऐसे नियंत्रण प्रभारों का प्रत्येक ग्राम की समाजिक के 15 दिन के भान्तर सन्दाय करेगा जो केन्द्रीय मरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के ग्रामीन समय-गमय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का ग्रहा जाना, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, नियंत्रण प्रभारों का भन्दाय यात्रा भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय मरकार द्वारा यथा अन्तर्गत सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें मंगोधन किया जाए, तब उस मंगोधन की प्रति तथा कर्मचारियों की वहुमंग्या की भाषा से उग्री मुद्दा बातों का अनुवाद, स्थापन के सूचना-पट्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अंत्रीन छूट प्राप्त किसी स्थापन की भविष्य, निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक ग्रामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वावता आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को मन्दन करेगा।

6. यदि सामूहिक बीमा स्कीम के ग्रामीन कर्मचारियों को उपनिवेश फायदे वहाँ जाते हैं तो, नियोजक उक्त स्कीम के ग्रामीन कर्मचारियों का उपनिवेश फायदों में समृच्छन रूप में वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के ग्रामीन उपनिवेश फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के ग्रामीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वार के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के ग्रामीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती जब वह उक्त स्कीम के ग्रामीन होता तो, नियोजक कर्मचारी के विधिक वारियम/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कन्ट्रिक के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उभ सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, ग्रामीन नहीं रह जाते हैं, या उस स्कीम के ग्रामीन कर्मचारियों को प्राप्त होने वाले फायदे किसी

रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपरगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अवधीन अन्त वाले किसी सदस्य को मूल्य होते पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/192/83-पी.एफ.2/एस.एस-2]

S.O. 2427.—Whereas Messrs. Jyothi Steel Industries, B-27, Industrial Estate, Gokul Road, Hubli-580030 (K.N/7047) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 4566 dated the 18-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/192/83-PF.JI-SS.II]

का. ग्रा. 2428.—मैसर्स—प्रोडैक्ट्स लि., जैकापुर, कोरा-पुट (ओ.आर./353) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए विना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें

कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के थस मंत्रालय की अधिसूचना संघरा का.आ. 4673 तारीख 28-11-1983 के अनुसरण में और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्राइवेशिक भविष्य निधि आयुक्त उडीसा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, नेवारों का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, तो नेवारों वाले सभी व्ययों का बहन नियोजक द्वारा किया जाना।

4. नियोजक, केन्द्रीय सरकार द्वारा यह अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें विवरणियों का बहुसंघर्ष की भावा में उभयों मध्य वालों का अनुचान, स्थापन के सुचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी शर्दीय निधि का या उक्त अधिनियम के अधीन छूट प्राप्त करते रहते हैं तो उक्त स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वावत जावेद प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ रखेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे वहाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी नाल के होने वाली भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के अधीन होती तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कीई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उडीसा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भातर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तिंगत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/274/83 पी.एफ. 2/एस.एस-2]

SO. 2428.—Whereas Messrs. Straw Products Limited, Jaykapur, Koraput (OR/353) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 4673 dated the 28-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Orissa and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Orissa and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/274/83-PF.II-SS.II]

नई दिल्ली, 25 अगस्त, 1987

का० आ० 2429.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 के साथ पठित धारा 88, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ऐसर इंडियन टेलीफोन इंडस्ट्रीज लिमिटेड, दूरभाष नगर राय बरेली के नियमित कर्मचारियों के उक्त अधिनियम के प्रवर्तन से पहली अक्तूबर, 1985 से 30 सितम्बर, 1987 तक, जिसमें यह तारीख भी सम्मिलित है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाधिकार दर्शित किए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिमूलना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिदायों के आधार पर हकार हो जाते;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही संदत्त किए जा चुके हैं तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने का नियोजक उग्र अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात् उक्त अवधि बहा गया है) ऐसी विवरणियाँ ऐसे प्रलैप में और ऐसी विशिष्टियों सहित देंगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या इस निमित्त प्राधिकृत नियम का कोई अन्य पदधारी—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के लिए, या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा-अपेक्षित रजिस्टर और अभिनिश्चित उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रसुविधाएं हैं जिनके प्रतिफल स्वरूप इस अधिमूलना के अधीन छूट दी जा रही

है, उक्त और वस्तु रूप में पाने का हकदार नहीं हुआ है या नहीं, या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए कि उम अवधि के दौरान, जब उक्त कारखाने के संचय में अधिनियम के उपवन्ध प्रवृत्त थे, ऐसे किन्हीं उपवन्धों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होगा—

(क) प्रधान नियोजक या अव्यवहित नियोजक से यह अधीक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अधिसोग में कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करता और उसके भार-साधक व्यक्ति से यह अधिकारी के संदाव से संबंधित ऐसी लेखाबहियाँ और अन्य दस्तावेजों, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करते और उनकी परीक्षा करते दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अधिकारी या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विवरण लगाने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल करना या उसमें उद्धरण लेना।

[सं. एस०-38014/50/86-एस०एस०-1]

लाप्टीपरण जापन

इस मालिक में छूट का भूतलकी प्रभाव देना आवश्यक हो सकता है तथोंकि छूट के अवैदेत पर कार्यशाही करने में समय लग गया था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलकी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 25th August, 1987

S.O. 2429.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of M/s. Indian Telephone Industries Ltd., Doorbash Nagar, Rae Bareli from the operation of the said Act for a period with effect from 1st October, 1985 upto and inclusive of the 30th September, 1987.

The above exemption is subject to the following conditions, namely:—

- The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act

to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorized in this behalf shall, for the purposes of—
 - (i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowered to—
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[F. No. S-38014/50/86-SSI]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का० आ० 2430.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 के साथ पर्टिंग धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग 855 GI/87-4

उक्त हुए भारत गोल्ड माइन्स प्राइवेट लिमिटेड (सेंट्रल वर्क्सोप) डाकघर ऊर्गांव, कोलार स्वर्ण क्षेत्र (2) भारत गोल्ड माइन्स प्राइवेट लिमिटेड (ऊर्गांव डेरी), डाकघर ऊर्गांव, कोलार स्वर्ण क्षेत्र और (3) भारत गोल्ड माइन्स प्राइवेट लिमिटेड, ऊर्गांव प्रिंटिंग प्रेस, डाकघर ऊर्गांव, कोलार स्वर्ण क्षेत्र के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से प्रथम जुलाई, 1985 से 30 सितम्बर, 1987 तक, जिसमें यह तारीख भी शामिल है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान वर्णित किए जाएंगे

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अभिधायों के आधार पर हकदार हो जाते;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिधाय पहले ही संदर्भ किए जा चुके हैं तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) ऐसी विवरणियाँ ऐसे प्ररूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;

(5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षण या इस निमित्त प्राधिकृत नियम का कोई अन्य पदधारी—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए, या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और प्रभिलेखा उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रसुविधाएं हैं जिनके प्रतिफल-स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने

के मंबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्तु उपबन्धों का आनपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

(क) प्रधान नियोजक या अव्यवहृत नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहृत नियोजक के अधिभोग में कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उन्नित समय पर प्रवेश करना और उसके भार-साधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजबूरी के संदाय से संबंधित ऐसी लेखावर्त्तियाँ और अन्य दस्तावेजों, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ग) प्रधान नियोजक या अव्यवहृत नियोजक की, उसके अधिकारी या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की प्रियके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है परीक्षा करना; या

(घ) ऐसे कारखाने स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबंदी या अन्य दस्तावेज वी नकल करना या उससे उद्धरण लेना।

[सं० एस०-38014/52/86-एस० एस०-1]

स्पष्टीकरण ज्ञापन

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लग गया था/आवेदन पत्र देती से प्राप्त हुआ था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 2430.—In exercise of the powers conferred by section 88 read with section 91A of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the Bharat Gold Mines Private Limited, (Central Workshop), Oorgaum post, Kolar Gold Field (2) Bharat Gold Mines Private Limited, (Oorgaum Diary), Oorgaum Post, Kolar Gold Field, and (3) Bharat Gold Mines Private Limited, Oorgaum Printing Press, Oorgaum Post, Kolar Gold Fields from the operation of the said Act for a period with effect from 1st July, 1985 upto and inclusive of the 30th September, 1987.

The above exemption is subject to the following conditions, namely:—

(1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to

which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contribution for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in the behalf shall, for the purposes of—

(i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowers to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable causes to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[F. No. S-38014/52/86-SSI]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का० आ० 2431.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की आरा 91 के साथ पठित भारा 88 द्वारा प्रवत्त व्यक्तियों का प्रयोग करने वाले राष्ट्रीय फैमिली सुपरीवरीजसें लिमिटेड, बम्बई के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से

पहली जुलाई, 1985 से 30 मितम्बर, 1987 तक जिसमें यह तारीख भी सम्मिलित है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित घटों के अधीन है, अर्थात् :—

(1) पूर्वोक्त कारखाने, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखते, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिदान दर्शित किए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रयुक्तियाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रबूत होने की तारीख से पूर्य गंदन अभिदायों के आधार पर हकदार न हों जाने;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही संदर्भ किए जा चुके हैं तो वे बापस नहीं किए जाएंगे;

(4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके द्वारा उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसके पश्चात् उक्त अवधि कहा गया है) ऐसी विवरणियां ऐसे प्रलेप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य ग्रीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;

(5) निगम उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए, या

(i) धारा 44 की उपधारा (1) के अधीन उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए, या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए किसी कर्मचारी राज्य ग्रीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए किसी कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रसुविधाधाराएं हैं जिनके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए किसी उस अवधि के द्वारा जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किसी उपबन्धों का अनुपालन किया गया या या नहीं निम्नलिखित कार्य करने के लिए सशक्त होगा,—

(क) प्रधान नियोजक या अव्यवहृत नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहृत नियोजक वे अधिभोग में के कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भार-साधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसी लेखा बहियां और अन्य दस्तावेजें, ऐसे निरोक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परोक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे, या

(ग) प्रधान नियोजक या अव्यवहृत नियोजक की, उसके अधिकर्ता या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है; परोक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर लेखाबद्धी या अन्य दस्तावेज की नकल करना या उससे उद्धरण लेना।

[म० एस०-38014/57/86-एस० एस०-1]

स्पष्टीकरण ज्ञापन

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लग गया था किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित हित पर प्रतिकूल प्रभाव नहीं पछेगा।

S.O. 2431.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the Rashtriya Chemicals and Fertilizers Limited, Bombay from the operation of the said Act for a period with effect from 1st July, 1985 upto and inclusive of the 30th September, 1987.

The above exemption is subject to the following conditions, namely:—

(1) The aforesaid factory where the employees are employed shall maintain a register showing the names and designations of the exempted employees;

(2) Notwithstanding this exemption, i.e. employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in the behalf shall, for the purposes of—

(i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for

the said period; or

- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which is being granted under this notification, or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empower to—
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer as any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary;
 - (c) examine the principal or immediate employer, his agent or servant, or any person found into such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[F. No. S-38014/57/86-SS]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing for exemption of exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

नई विली, 26 अगस्त, 1987

का० आ० 2432—कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 16 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व शम और पुनर्वास मंत्रालय (शम विभाग) की अधिसूचना सं० का०आ० 2911, तारीख 8 सितम्बर 1984 के अनुक्रम में, मामले की परिस्थितियों को ध्यान में रखते हुए, केन्द्रीय सरकार यह राय होने पर कि ऐसा करना सभीचीन है, स्थापनों के निम्नलिखित घण्टों को नवम्बर, 1987 से तीन वर्ष और अवधि के लिए अधिनियम के प्रवर्तन से, उसमें विनियोग शर्तों के अधीन रहते हुए छूट देती है, अर्थात्:—

अनुसूची

क्रम संख्या

स्थापनों की विशिष्टियां

1. ऐसे सभी स्थापन (जिनके अन्तर्गत विश्वविद्यालय भी हैं) जिनकी स्थापना या तो संसद के या किसी

राज्य विधान सभा के किसी अधिनियम के अधीन की गई है, और जिनके कर्मचारी सम्बद्ध अधिनियमों के अधीन बनाए गए नियमों या विनियमों के अनुसार अभिदायी भविष्य निधि, कुटुम्ब पेंशन और निक्षेप सहबद्ध बीमा या अभिदायी भविष्य निधि पेंशन और निक्षेप सहबद्ध बीमा प्राप्त कर रहे हैं;

2. ऐसी सभी संस्थाएँ जिनके कर्मचारी राज्य/केन्द्रीय सरकार के कर्मचारियों के समतुल्य अभिदायी भविष्य निधि कुटुम्ब पेंशन और निक्षेप सहबद्ध बीमा या अनभिदायी भविष्य निधि पेंशन और निक्षेप सहबद्ध बीमा प्राप्त कर रहे हों;
3. ऐसे सभी स्थापन जो सोसाइटी रजिस्ट्रीकरण अधिनियम, 1860 के अधीन सासाइटी के रूप में रजिस्ट्रीकृत हैं और जिनके कर्मचारी राज्य/केन्द्रीय सरकार के कर्मचारियों के समतुल्य अभिदायी भविष्य निधि, कुटुम्ब पेंशन और निक्षेप सहबद्ध या अभिदायी भविष्य निधि पेंशन और निक्षेप सहबद्ध बीमा प्राप्त कर रहे हैं।

[सं० एस०-35014/65/87-पी० एफ०-2]

New Delhi, the 26th August, 1987

S.O. 2432.—In exercise of the powers conferred by sub-section (2) of Section 16 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), and in continuation of the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour), S.O. No. 2911 dated the 21st August, 1984, the Central Government after having regard to the circumstances of the case, is of the opinion that it is expedient so to do, hereby exempts the following classes of establishments from the operation of the Act for a further period of three years with effect from 1st November, 1987, subject to the conditions specified therein, namely:—

THE SCHEDULE

Particulars of establishments

1. All establishments (including universities) which have been set up under either an Act of Parliament or of State Legislature and whose employees are in receipt of contributory provident fund, family pensions and deposit linked insurance or non-contributory provident fund, pension and deposit linked insurance in accordance with the rules or regulations framed under the respective Acts;
2. All educational institutions, whose employees are in receipt of contributory provident fund, family pension and deposit linked insurance or non-contributory provident fund, pension and deposit linked insurance at part with State/Central Government employees.
3. All establishments, which are registered as 'Society' under the Societies Registration Act, 1960 and whose employees are in receipt of contributory provident fund, family pension and deposit linked insurance or non-contributory provident fund, pension and deposit linked insurance at part with State/Central Government employees.

[Np. S-35014/65/87-SS-II]

का. धा. 2433.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91ए के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत प्रोसेस एंड मैकेनिकल लिमिटेड और बैबर्ड इंडिया लिमिटेड कलकत्ता के संलग्न सूची के कर्मचारियों के लिए कर्मचारी राज्य बीमा निगम अधिनियम के अंतर्गत प्रथम मार्च, 1987 से 29 फरवरी, 1988 तक की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात् :

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाधिकार दर्शित किए जाएंगे;
- (2) इस छूट के होते हुए भी कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अधिदायों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अधिकाय पहले ही संक्त किए जा चुके हैं तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) ऐसी विवरणियां ऐसे प्रृष्ठ में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन नियक्त किया गया कोई निरीक्षक या इस निमित्त शास्त्रिकृत विगम का कोई अन्य पदधारी,—
 - (i) धारा 44 की उप धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को, सत्यापित करने के प्रयोजनों के लिए, या
 - (ii) यह अभिनिष्पत्त करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अधिकाय उक्त अवधि के लिए रखे गए थे या नहीं, या
 - (iii) यह अभिनिष्पत्त करने के प्रयोजनों के लिए कि कर्मचारी नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रसुविधाएं हैं जिनके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिष्पत्त करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किसी उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होगा —

- (क) प्रधान नियोजक या अव्यवहित नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या
- (ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अधिभोग में के कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारसाधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसी लेखा बहियां और अन्य दस्तावेजों, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझ; या
- (ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अधिकर्ता या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्ति युक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा बही या अन्य वस्तावेज की नकल करना या उससे उद्धरण लेना।

अनुसूची

क्रमांक	प्रधिकारी का नाम	प्रतिष्ठान का नाम	तैनाती का स्थान
1	2	3	4
1.	श्री तपन सेन	भारत प्रोसेस मैकेनिकल लि.	कलकत्ता
2.	श्री जयदेव नंदी	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
3.	श्री सुनील घोष	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
4.	श्री पी. एस. चक्रवर्ती	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
5.	श्री उदय कुमार	भारत प्रोमेस एंड मैकेनिकलकल लि.	कलकत्ता
6.	श्री स्यामल बोस	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता

1	2	3	4
7.	श्री आर. के. कुमू	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
8.	श्री सुमंतरा विश्वास	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
9.	श्री श्यामल विश्वास	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
10.	श्री एस. एन. सिंह	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
11.	श्री सपन दत्ता	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
12.	श्री सरोज पाल	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
13.	श्री ए. के. हाजरा	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
14.	श्री डॉ. जी. रमेश	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
15.	श्री जी. रौजारियो	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
16.	कु. मंजुश्री साहा	भारत प्रोसेस एंड मैकेनिकल लि.	कलकत्ता
17.	श्री वी. एन. मुखर्जी	बवर्ड (इंडिया) लि.	मदनेश्वर उडीसा
18.	श्री ए. के. मुखर्जी	बवर्ड (इंडिया) लि.	कलकत्ता
19.	श्री एम. के. कार्बक	बवर्ड प्राइवेट लिमिटेड (इंडिया) लि.	टीटागढ़, बर्कर्स
20.	श्री ए. के. राध	बवर्ड (इंडिया) लि.	रांची, बिहार

[फाइल सं. एस-38014/25/86-
एस. एस.-1]

स्पष्टीकरण ज्ञापन

इस ज्ञापन में छूट को भूतालक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यालयी करने में समय लगा था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतालक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 2433.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the employees of the Bharat Process and Mechanical Engineers Ltd., and the Weightbird India Ltd., Calcutta, specified in the Schedule annexed hereto from the operation of the said Act for a period of one year with effect from 1st March, 1987 upto and inclusive of the 29th February, 1988.

The above exemption is subject to the following conditions, namely:—

(1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empower to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

Sl. No.	Name of the officers	Name of the Establishments	Place of posting
1	2	3	4
1.	Sri Tapan Sen	Bharat Process and Mechanical Ltd.	Calcutta
2.	Sri Joydeb Nandi	Bharat Process and Mechanical Ltd.	Calcutta
3.	Sri Sunil Ghosh	Bharat Process and Mechanical Ltd.	Calcutta
4.	Sri P.S. Chakraborty	Bharat Process and Mechanical Ltd.	Calcutta

1	2	3	4
5. Sri Uday Kundu	Bharat Process and Mechanical Ltd	Calcutta	
6. Sri Syamal Bose	Bharat Process and Mechanical Ltd.	Calcutta	
7. Sri R. K. Kundu	Bharat Process and Mechanical Ltd.	Calcutta	
8. Sri Sumantra Biswas	Bharat Process and Mechanical Ltd.	Calcutta	
9. Sri Shyamal Biswas	Bharat Process and Mechanical Ltd.	Calcutta	
10. Sri S.N. Singh	Bharat Process and Mechanical Ltd.	Calcutta	
11. Sri Tapan Dutta	Bharat Process and Mechanical Ltd.	Calcutta	
12. Sri Saroj Pal	Bharat Process and Mechanical Ltd.	Calcutta	
13. Sri A.K. Hazra	Bharat Process and Mechanical Ltd.	Calcutta	
14. Sri D.G. Russell	Bharat Process and Mechanical Ltd.	Calcutta	
15. Sri G. Rozario	Bharat Process and Mechanical Ltd.	Calcutta	
16. Miss Manjujee Saha	Bharat Process and Mechanical Ltd.	Calcutta	
17. Sri S.N. Mukherjee	Weighbird (India) Ltd.	Bhubaneswar, Orissa	
18. Sri A.K. Mukherjee	Weighbird (India) Ltd.	Calcutta	
19. Sri S.K. Karak	Weighbird (India) Ltd.	Titagarh works	
20. Sri A. Roy	Weighbird (India) Ltd.	Ranchi, Bihar	

[F. No. S-38014/25/86-SSI]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का. आ. 2434.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91ए के माध्यम परिन धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भारत इलेक्ट्रानिक्स लिमिटेड, पंचकुला, हरियाणा के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से पहली भर्ती, 1986 से 30 सितम्बर, 1987 तक जिसमें यह तारीख भी सम्मिलित है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित ग्रन्थों के अधीन है अर्थात्:—

(1) पूर्वोक्त कारबाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दर्शित किए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रमुखियाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व मन्दत अभिदायों के प्राप्तान पर सूक्दार हो जाते;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही संदर्भ किए, जो चुके हैं तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारबाना का नियोजक उम अवधि की बाबत जिसके दौरान उस कारबाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) ऐसी विवरणियां ऐसे प्रृष्ठ में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थीं;

(5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (i) के अधीन नियुक्त किया, गया कोई निरीक्षक या इस नियमित प्राधिकृत नियम का कोई अन्य पवधारी,—

(i) धारा 44 की उपधारा (i) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सम्पादित करने के प्रयोजनों के लिए, या

(ii) यह अभिनियम करने के प्रयोजनों के लिए, कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अधिकृत रजिस्टर और अवधिलेख उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनियम करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रमुखियाओं को, जो ऐसी प्रमुखियाएं हैं जिनके प्रतिकलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और बहुमुद्रा में पाने का हकदार बना हुआ है या नहीं, या

(iv) यह अभिनियम करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारबाने के संबंध में अधिनियम के उपर्युक्त प्रवृत्त थे, ऐसे किन्हीं उपर्युक्तों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए सशक्त होगा,—

(क) प्रधान नियोजक या अध्यवाहित नियोजक से यह अपेक्षा करना कि वह उसे ऐसे जानकारी दे जो वह अवधिकृत समझे; या

(ब) ऐसे प्रधान नियोजक या अध्यवाहित नियोजक के अधिकारों में के कारबाने, स्थापन, कार्यालय या अन्य परिस्थित में किसी भी उचित समय पर प्रवेश

करना और उसके भारतीयक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदर्भ से संबंधित ऐसी लेखावहिया और अन्य दस्तावेज़, ऐसे निरीक्षक या अन्य वक्तावारी के समझ प्रस्तुत करें और उनकी परीक्षा करने वे या वह उसे ऐसी जातकारी दे जो वह आवश्यक समझे; या

(ग) प्रधान नियोजक या अध्यवहित नियोजक की, उसके अधिकारी या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारबाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विवाहास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारबाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखावही या अन्य दस्तावेज़ की नकल करना या उसके उपरांत लेना।

[सं. एस-38014/44/86-एस.एस.-I]

स्पष्टीकरण ज्ञापन

इस समलै में छूट को भूतलक्षी प्रभाव देने आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लग गया था। किंतु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 2434.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of M/s. Bharat Electronics Limited, Panchkula, Haryana from the operation of the said Act for a period with effect from 1st May, 1986 upto and inclusive of the 30th September, 1987.

The above exemption is subject to the following conditions, namely:—

(1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—

(i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empower to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[F. No. S-38014/44/86-SSI]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का. आ. 2435.—केन्द्रीय सरकार, कर्मचारी राज्य वीमा अधिनियम, 1948 (1948 का 34) की धारा 91ए के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए वैचालिक मापन उपर्यंत अधिकल्प संस्थान बम्बई के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से पहली जून, 1986 से 30 सितम्बर, 1987 तक, जिसमें यह तारीख भी सम्मिलित है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:—

(1) पूर्वोक्त कारबाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और प्रशासित दर्शक के लिए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना धारा दी गई छूट के प्रबृत्त होने की तारीख से पूर्वी मौद्रने अधिकारी के प्राधार पर हकदार हो जाने;

(3) छूट प्राप्त अवधि के लिए यदि कोई अधिनियम पहले ही संदर्भ किए जा चुके हैं तो ऐसे वापस नहीं किए जाएँगे;

(4) उक्त कारखाने का नियोजक उम अवधि की वावत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पछाने उक्त अवधि कहा गया है) ऐसी विवरणियाँ, ऐसे प्रस्तुप में और ऐसी विशिष्टियों गहित देगा जो कर्मचारी गंभीर बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की वावत देनी थी;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्ति किया गया कोई निरीक्षक या इस निमित्त प्राप्तिकृत निगम कोई अन्य पदधारी—।

(i) धारा 44 की उपधारा (1) के अधीन उक्त अवधि की वावत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए, या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी गंभीर बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभियेक्ता उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रमुखियाँ हैं जिनके प्रतिकलन्तरण इस अधिभूतना के अधीन छूट दी जा रही है, नकद और बस्तु स्वप्न में पाने का हकदार बना है या नहीं, या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपवन्धु प्रवृत्त थे, ऐसे किन्हीं उपवन्धुओं का अनुपानन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए संकेत होंगा—

(क) प्रधान नियोजक या अव्यवहित नियोजक में यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अधिभोग में कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारसाधक व्यक्ति में यह अपेक्षा करना कि वह व्यक्तियों के नियोजन

और मजदूरी के संदाय में संबंधित ऐसी लेखा-बट्टियों और अन्य दस्तावेजों, ऐसे जिरीधक या अन्य पदधारी के समक्ष प्रगतु करे और उसकी परीक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अधिकारी या मेवन की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पाण यह विश्वास करने का प्रतिनियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किंमी रजिस्टर, लेखाबट्टी या अन्य दस्तावेज की नकल करना या उसमें उपर्युक्त लेना।

[नं. एस. 38014/47/86-एस.एस.-I]

स्पष्टीकरण जापन

इस मामले में छूट को भूतलधी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लग गया था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलधी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रभावित करना नहीं पड़ेगा।

S.O. 2435.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the Institute for Design of Electrical Measuring Instruments, Bombay from the operation of the said Act for a period with effect from 1st June, 1987 upto and inclusive of the 30th September, 1987.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this Notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for purposes of—

- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this Notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory;

be empowers to—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[F. No. S-38014/47/86-SS. I]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का.आ. 2436.—मैमर्स थी अरविन्द स्टील प्रावेट लि., डी-38 डॉमिनिल एस्टेट, थाकुरी, विची-620015 (टी.एम./10961) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अंतर्गत छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या श्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा नियम की जीवन बीमा की स्कीम मामूलिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियेप महबूब बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

यह केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त नियमों का प्रयोग करने हुए और भारत सरकार के अप मंदायत की अधिसूचना संख्या का.आ. 1967 तारीख 19-5-1984 के अनुसरण में और इसे उपावद्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहने हुए उक्त स्थापन को 16-6-1987 में तीन वर्ष की अवधि के लिए, जिसमें 15-6-1990 भी सम्मिलित है, उक्त स्कीम के गमी उपवर्धों के प्रवर्तन गे छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेंगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर नियिष्ट करें।

2. नियोजक, एसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के अंगठ (क) के अधीन, समय-समय पर नियिष्ट करें।

3. सामूहिक धारा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रस्तुत, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहान नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित मामूलिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही मध्यम है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के मद्य के रूप में उसका नाम मुख्य दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को बदल करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ावे जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक सन्तुल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, प्रदि किसी कर्मचारी की मध्य पर इस स्कीम के अधीन

संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिम/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाराबर रकम का संबंध रखेगा।

8. सामूहिक स्कीम के उपयन्धों में गई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के यूर्ब अनुमोदन के बिना नहीं किया जाएगा और जहां कियी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्वागत के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक चीमा रकम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय ओष्ठन बीमा निगम द्वारा नियत तारीख के भीतर प्रीनियम का रांचाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने किया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संबंध में किए गए किसी व्यक्तिकर्म की दशा में, उन मूल संवन्धों के नामनिर्देशितीयों या विधिक वारिमों को, जो यदि यह छूट में दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संबंध का उनरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाहृत राशि के हक्कदार नामनिर्देशिती/विधिक वारिमों को उस राशि का संबंध तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/37/84-एफ.पी.जी. (एस.एस. II)]

S.O. 2436.—Whereas Messis Sree Aravindhi Steel Private Limited, D-38, Industrial Estate, Thuvakudi, Trichy-620015 (TN/10951) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in Ministry of Labour S.O. 1967 dated the 19th May, 1984 and subject to the conditions specified in the Schedule annexed hereto the Central

Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 16th June, 1987 upto and inclusive of the 15th June, 1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection: as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का.आ. 2437.—ईसपै ब्रेक्स इडिया लि., पार्टी, मद्रास-600050 (टी.एन./4725) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभियाय या प्रीमियम का मंदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निषेप सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम, की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय को अधिभूता स्थिता का.आ. 1978 तारीख 23-5-1984 के अनुसरण में और इसमें उपावद अनुमूली में विनियिष्ट गतों के अधीन रहते हुए, उक्त स्थापन को 9-6-1987 से तीन वर्ष की अवधि के लिए, जिसमें 8-6-1990 भी समिलित है, उक्त स्कीम के सभी उपबन्धों के प्रबंतन से छूट देती है।

अनुसूची

1. उक्त रथापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु का एमा विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार भवय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3(क) के खण्ड (क) के अधीन, सभय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखा का रखा जाना, विवरणियों वा प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमानित मामूलिक बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमत्या की भाषा में उसकी मुख्य बातों का अनुयाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई एमा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सप्तस्य है, उसके

स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपस्थित फायदे बढ़ाये जाने हैं तो, नियोजित उक्त स्कीम के प्रधीन कर्मचारियों को उपस्थित फायदों में समुचित रूप से धूम्रद्वीप की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपस्थित फायदे उन फायदों से अधिक अनुकूल हों; जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बास के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिवेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे रथापन पढ़ने अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम वी दशा में, उन सूत सदस्यों के नामनिवेशितीयों या विधिक वारिसों को, जो यदि यह छूट न दी गई होती, तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमाकृत राजि के हक्कदार नामनिवेशिती/विधिक वारिसों को उम गणि का संदाय तबरता से और प्रत्येक दशा में हर प्रकार में पूर्ण दाये की प्राप्ति के एक मास के भीतर मुनिष्वित करेगा।

S.O. 2437.—Whereas Messrs Brakes India Limited, Padi Madras-600050 (TN/4725) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme or the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 1878 dated the 23rd May, 1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 9th June, 1987 upto and inclusive of the 8th June, 1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund of the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the economics or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/44/84-FPG SS. II]

का. आ. 2438.—मैसर्स एस एण्ड टी, एम सी नैल लि., मौकटं पूनामली रोड, (पोस्ट बैग नं. 977) मानापकक्षम, मद्रास—600089 (टी. एन./ 9710) (जिसे इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन स्लूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन ने कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कार्यवा उठा रहे हैं ये एसे कर्मचारियों को उन कार्यवाओं से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेप सहवाद्व बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुकूल हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3122 तारीख 12-9-1984 के अनुसरण में और इससे उपावधि अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 29-9-1987 से तीन वर्ष की अवधि के लिए जिसमें 28-9-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्राइवेशिक भविष्य निधि आयुक्त तमिलनाडू को एसी विवरणियां भेजेगा और एसे लिया रखेगा सथा निरीक्षण के लिए एसी मुविधाएं प्रदान करेगा जो केन्द्रीय गरकार गम्य समय पर निर्दिष्ट करे।

2. नियोजन, एसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय बरेगा जो केन्द्रीय

सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के स्पष्ट (क) के प्रधीन समय-समय पर निर्विघ्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूल्यनापद्धति पर प्रदर्शित करे।

5. यदि कोई एसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों ने उपलब्ध फायदे बढ़ाय जाते हैं तो, नियोजक उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त समिलनालू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो बहु, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करते का युक्त-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, प्रधीन नहीं रह जाते हैं, या उस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का गन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि वह, छूट न दी गई हो तो ती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के प्रधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के लक्षदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्प्रता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/87/84—एस.एम.-4/एस.एम.-2]

S.O. 2438.—Whereas Messrs L. and T. Mc Neil Limited, Mount-Poonamallee Road, (Post Bag No. 977), Madapakkam, Madras-600089 (TN/9710) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 3122 dated the 12th September, 1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29th September, 1987 upto and inclusive of the 28th September, 1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as

a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/87/84-SS.IV SS.IU]

का. आ 2439.—मैर्सर्ज लक्ष्मी रिंग ट्रैवलरज (मी. बी. ई.) नि., पी. बी. नं. 6323, 341 आवानामी रोड, कोहम्बादू—641037 (टी. एन. / 11355) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन सूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का मामाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए त्रिता ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वह एसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधों पर व्यवहार नीमा रकीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम संवालय की अधिसूचना सद्वा. का. आ. 3517 नारीवा 22-9-1984 के अनुसरण में और इसमें उपावद्ध अनुसूची में विनिदिष्ट जारी के अधीन रहते हुए उक्त स्थापन को, 13-10-1987 से तीन वर्ष की अवधि के लिए जिसमें 12-10-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से सूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडू को एसी विवरणियों भेजेगा और एसे लेखा रखेगा तथा निरीक्षण के लिए एसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार ममय-ममय पर निर्दिष्ट करे।

2. नियोजक, एसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-ममय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति नथा कर्मचारियों की बहुसंख्या की भावा में उसकी मूल्य बातों का अनुबाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन सूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही भदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित व्युत्पन्न से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन

सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दश में सन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/88/84—एस. एस. -4/एस. एस. -2]

S.O. 2439.—Whereas Messrs Lakshmi Ring Travellers (CBE) Limited, P.B. No. 6323,341 Avanashi Road, Coimbatore-641037 (TN/11355) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of

Labour, S.O. 3217 dated the 22nd September, 1984 and subject to the conditions specified in the Schedule annexed hereto to the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 13th October, 1987 upto and inclusive of the 12th October, 1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain, covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme, the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/88/84-SS.IV/SS.II]

का. आ. 2440:—मैसर्स कुद्रेमुख आइरन और कम्पनी लि., 11 ब्लॉक कोरामंगला, बंगलौर (के. एन./9827) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिकाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम, अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कियों का प्रयोग करते हुए और भारत सरकार के श्रम मन्त्रालय की अधिसूचना संख्या का. आ. 3218 तारीख 22-9-1984 के अनुसरण में और इससे उपाव अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त संस्थापन को, 13-10-1987 से तीन वर्ष की अवधि के लिए, जिसमें 12-10-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन, समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति

तथा कर्मचारियों की बदुसंघया की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रशंसित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा। जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उत फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के वरावर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदित देने से पूर्व, कर्मचारियों को प्रपत्त दृष्टिकोण स्पष्ट करते का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो, यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जोखन बीमा नियम, बोमाकून राशि के हफ्तार नामनिर्देशिरी/विविध वारियों को उस राशि का मन्त्राय तरपता ले और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/90/84-एस. एस.-IV/एस. एस.-II]

S.O. 2440.—Whereas Messrs Kudermukh Iron-Ore Company Limited, 11 Block, Koram angala, Bangalore-560034 (KN/9827) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 3218 dated the 22-9-1984 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 13-10-1987 upto and inclusive of the 12-10-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when arranged, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount

that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees, to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/90/84-SS.IV/SS.II]

फा. ग्रा. 2441—मैसेस ब्राइट ब्रायर्स लि., 156 ए. जे. दादारी रोड, अम्बई-400034 (एम. एस./5001) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे (इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या व्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उक्त फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेय महबूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिसूचना संख्या का. ग्रा. 3597 तारीख 23-10-1984 के अनु. 1 में और इसमें उपावद अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 10-11-1987 से तीन वर्ष की अवधि के लिए जिसमें 9-11-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुमोदन

1. उक्त स्थापन के सबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और उसे नेत्र रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उस अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन, समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्यायों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमंड्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवत्ता प्रावधान अधिनियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से विद्यु की जाने की व्यवस्था करेगा, जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदिय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदिय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सभावना

हो बहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा रकीम के, जिसे स्थापन पहले अपना लिया है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम छो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत लारीव के भीतर प्रीमियम का संदाय करने में असफल रहता है, और, पालिसी की व्यपत हो जाने किया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम को दण में, उन मृत सदस्यों के नामनिर्देशितों वा विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दण में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[स. एस.-35014/100/84-एस. एस-4/एस. एस. 2]

S.O. 2441.—Whereas Messrs Bright Brothers Limited, 156-A—Dadajee Road, Bombay-400034 (MH/5001) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefit admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 3597 dated the 23-10-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 10-11-1987 upon and inclusive of the 9-11-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employed to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/100/84-SS-IV/SS.II]

नई दिल्ली, 27 अगस्त, 1987

का. आ. 2442 मैसर्स टाटा इंजिनियरिंग एण्ड सोकोमोटिव कम्पनी लिमिटेड, जमशेवपुर-831010 (बी. आर./5) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीभियम का संदाय किए बिना ही, लाइफ कवर स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 1242 तारीख 6-3-1982 के अनुसरण में और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 20-3-1985 से तीन वर्ष की अवधि के लिए जिसमें 19-3-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रदेशिक भविष्य निधि आयुक्त बिहार को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय के सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन, समय-समय पर निर्दिष्ट करे।

3. लाइफ कवर स्कीम के प्रशासन में, जिसके अस्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीभियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित लाइफ कवर स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक लाइफ कवर स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा।

6. यदि लाइफ कवर स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए लाइफ कवर स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. लाइफ कवर स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. लाइफ कवर स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त विहार के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, लाइफ कवर स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. उक्त स्थापन स्टेट बैंक आफ इंडिया में पांच लाख रुपये लाइफ कवर फण्ड के नाम से जमा कराएगा और इसमें से निकाली गई राशि को समय-समय पर पूरा करेगा। किसी भी समय यह राशि उपरोक्त फण्ड में पांच लाख रुपये से कम नहीं रहनी चाहिए। अगर कभी भी यह पाया गया कि फण्ड की राशि पांच लाख रुपये से कम है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह, छूट में दी गई होती तो उक्त स्कीम के अन्तर्गत होते, वीमा कायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हक्कावार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक वर्ष में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस. 35014/104/87/एस. एस.-2]

New Delhi, the 27th August, 1987

S.O. 2442.—Whereas Messrs Tata Engineering and Locomotive Company Limited, Jamshedpur-831010 (BR/5) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Life cover Scheme of the said establishment in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 1242 dated the 6-3-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 20-3-1985 upto and inclusive of the 19-3-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bihar and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Life cover scheme, including maintenance of accounts, submission of returns, and payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Life Cover Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Life Cover Scheme.

6. The employer shall arrange to enhance to benefits available to the employees under the Life Cover Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Life Cover Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Life Cover Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Life Cover Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Bihar and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Life Cover Scheme of the establishment as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. The said establishment shall deposit a sum of rupees Five lakhs in the State Bank of India under suitable entitlement (to be called Life Cover Fund) and the employer shall ensure by replenishment of the short fall from time to time so that at no time the amount in the Life Cover Fund is less than rupees five lakhs. Where for any reason the employer fails to replenish the Life Cover Fund and the amount thereof is less than rupees five lakhs, there exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Life Cover Scheme the employer of the said establishment shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/104/87-SS.II]

का. आ. 2443:—मैसर्स सरोज ग्रलाएज एण्ड स्टील लि.
पी. बी. नं. 38, करीगानूर होस्पैट-538201, जिला बेंसरी (के. एन./6641) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या ग्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निकेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा, (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिसूचना सम्भा का. आ. 956 तारीख 5-3-1984 के अनुसरण में और इससे उपायद अनुमूली में विनियिष्ट रूपों के अधीन रहते हुए उक्त स्थापन को, 24-3-1987 से तीन वर्ष की अवधि के लिए जिसमें 23-3-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुमूली

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त कनार्टक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के लिए (क) के अधीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना,

बीमा ग्रीमियम का संदाय लेखाओं का अनुसरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाद, स्थापन के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बाल के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस/मामनिर्देशिमी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त कनार्टक के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल भावाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना इटिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम, की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहने, अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत शारीर के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिमी को ध्ययन हो, जाने विया जाता है सो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर्म की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्वर्गत होते, बीमा कार्यदों के संदाय का उत्तराधित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हुर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[प. एम. 35014/16/84-पी. एफ. 2 (एम. एम. 2)]

S.O. 2443.—Whereas Messrs Saroj Alloys and Steel Limited P.B. No. 38, Kariganur, Hospet-583201, Bellary, (KN-6641) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 956 dated the 5-3-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-3-1987 upto and inclusive of the 23-3-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance-premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to

the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/16/84-PF. II (SS.II)]

का. आ. 2414.—केन्द्रीय मरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91ए के माध्यम से पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए विवरण एरोमोटिफ्स लिमिटेड (लखनऊ प्रभाग) लखनऊ के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से पहली अक्टूबर, 1985 से 30 मितम्बर, 1987 तक जिसमें यह तारीख भी सम्मिलित है, की अवधि के लिए छूट देती है।

उक्त छूट निम्नलिखित गतों के अधीन है, अर्थात् :—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाधिकार वर्णित किए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवर्तन होने की तारीख से पूर्व संदर्भ अधिदायों के आधार पर दृक्दार हो जाते;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभियाय पहले ही संदर्भ किए, जा सके हैं तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने का नियोजक उम अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) ऐसी विवरणियों एसे प्रस्तुप में और ऐसी विशिष्टियों महित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या इस नियमित प्राधिकृत निगम का कोई अन्य पदधारी,—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को भत्यापित करने के प्रयोजनों के लिए, या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे, या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसी प्रसुविधाएँ हैं जिनके प्रतिकलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशस्त्र होगा,—

(क) प्रधान नियोजक या अव्यवहित नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अधिभोग में के कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारसाधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसी लेखाबहिर्यां और अन्य दस्तावेजें, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे;

(ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अभिकर्ता या सेवक की या ऐसे किसी व्यक्ति की

जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल करना या उससे उद्धरण लेना।

[सं. एस. 38014/43/86-एस-एस-1]

स्पष्टीकरण जापन

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लग गया था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 2444.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of the Hindustan Aeronautics Limited, (Lucknow Division) Lucknow from the operation of the said Act for a period w.e.f. 1st October, 1985 upto and inclusive of 30-9-1987.

The above exemption is subject to the following conditions, namely:—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in the behalf shall, for the purposes of—
 - (i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowers to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, or office or other premises.

[F. No. S.38014/43/86-SS]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का.आ. 2445—मैसर्स-गुजरात स्टेट रोड ट्रांसपोर्ट कारपोरेशन, अहमदाबाद-380022 (जी.जे./1122) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के थम मन्त्रालय की अधिसूचना संघया का.आ. 2098 तारीख 4-8-1980 के अनुसरण में और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 16-8-1983 से तीन वर्ष की अवधि के लिए जिसमें 15-8-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास के समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होते वाले सभी व्यवों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमंज्या की भाषा में उसकी मूल्य वातों का अनुवाद, स्थापन के मूल्य-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदैय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हिस पर प्रतिकूल प्रभाव पड़ने की संभावना हो

वहां, प्रादेशिक भवित्व निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम, की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अविकल्प की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो / उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरवायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हककार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दणा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/100/87-एस.एस. 2]

ए.के. भट्टाराई, अध्यक्ष सचिव

S.O. 2445.—Whereas Messrs Gujarat State Road Transport Corporation, Ahmedabad-380022 (GJ1122) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in entitlement of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 2098 dated the 4-8-1980 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 16-8-1983 upto and inclusive of the 15-8-89.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All Expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance to benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would have been payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employed to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/100/87-55.11]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 26 अगस्त, 1987

का.आ. 2446—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि सोक्रित में ऐसा करना अपेक्षित था, औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 2 के क खंड (4) के उपखंड (6) के उपवंशों के अनुसरण में भारत सरकार के श्रम मंत्रालय की प्रधिसूचना में सूच्या का.आ. 723 दिनांक 2 मार्च, 1987 द्वारा मेरनेसाहट खनन उद्योग को उक्त प्रधिनियम के प्रयोजनों के लिए 7 मार्च, 1987 से

छ: मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ: मास को और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (३) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उच्चोग को उक्त अधिनियम के प्रयोजनों के लिए 07 सितम्बर, 1987 से छ: मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस. 11017/8/85-डी-१(ए)]

New Delhi, the 26th August, 1987

S.O. 2445.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) declared by the notification of the Government of India in the Ministry of Labour S. O. No. 723 dated the 2nd March, 1987 the Magnesite Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 7th March, 1987;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 7th September, 1987.

[No. S-11017/8/85-D. I (A)]

नई दिल्ली, 27 अगस्त, 1987

आदेश

का.आ. 2447—केन्द्रीय सरकार ने यह समाधान हो हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (३) के उपखंड (6) के उपर्युक्तों के अनुसरण में भारत सरकार ने अम मंत्रालय की अधिसूचना मंजुर्या का.आ. 643 दिनांक 18-2-87 द्वारा भारत सरकार टकसाल, कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 11 मार्च, 1987 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (३) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उच्चोग को उक्त अधिनियम, के प्रयोजनों के लिए 11 सितम्बर, 1987 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं. एस-11017/6/85-डी-१(ए)]

नन्द लाल, अवार सचिव

New Delhi, the 27th August, 1987

ORDER

S.O. 2447.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S. O. No. 643 dated the 18th February, 1987 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 11th March, 1987;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 11th September, 1987.

[No. S-11017/6/85-D. I (A)]

NAND LAL, Under Secy.

नई दिल्ली, 31 अगस्त, 1987

का.आ. 2448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्मिक निदेशालय भारत कोकिंग कॉल लिमिटेड के प्रबन्धतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, मंत्र्या 2, धनबाद के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 17 अगस्त, 1987 को प्राप्त हुआ था।

New Delhi, the 31st August, 1987

S.O. 2448.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Personnel Directorate of M/s. Bharat Coking Coal Ltd. and their workmen, which received by the Central Government on the 19th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 48 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES:

Employers in Relation to the management of Personnel Directorate of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES:

On behalf of the workman: Shri R. Prasad, General Secretary, Bharat Coking Coal Staff Coordination.

On behalf of the employers: Shri U. Mishra, Law Officer.

STATE : Bihar.

Industry : Coal.

Dated, Dhanbad, the 11th August, 1987.

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (174)/85-D.III(A), dated the 16th January, 1986.

THE SCHEDULE

“Whether the action of the management of Personnel Directorate of M/s. Bharat Coking Coal Limited, Koyla Bhawan, Dhanbad in denying one special increment to Shri Ram Sagar Thakur, Office Asstt., P.R.O. Section is justified? If not, to what relief the workman is entitled?”

The case of the workmen is that the concerned workman Shri R.S. Thakur was appointed and posted in the Personnel department of M/s. BCCL from 28-5-73. Since then the concerned workman is attached to the personnel department and has not been transferred from personnel department to any other discipline so far. The concerned workman passed his M.A. examination in Sociology in 1980 while he was attached to the personnel department. As per provision laid down in the coal cadre applicable to the subsidiary of Coal India Ltd. any employee who passed M.A. examination either in Sociology or Labour and Social welfare is entitled to get one advance increment equal to annual increment. The concerned workman represented his case before the competent authority to grant, him advance increment after he passed his M.A. examination in sociology. The said representation of the concerned workman was not considered by the management on the basis of unjust inconvincing ground that he does not belong to the personnel discipline. The said plea of the management is not correct as the concerned workman belongs to the personnel discipline since the date of his joining in the BCCL. The management had granted increment to S/Shri R.L. Pandey, Overman of Koridih Colliery, N.L. Pandey, Store Keeper of Sinidih Regional Store, Lalan Pandey, Asstt. of Medical Deptt (Hq), U. Mishra, Legal Assistant and Shri S.K. Verma Junior Steno of Legal department on the basis that they had passed M.A. examination in sociology and Labour and social welfare while they were working in BCCL. The management granted advance increment to them who do not belong to the personnel discipline. The plea of the management therefore in denying the increment to the concerned workman is not at all justified, and it is unfair labour practice under section 25(T) of the I.D. Act. When the management denied the increment to the con-

cerned workman, he represented to the union namely BCCL Staff Coordination. The union also tried to settle the claim of the concerned workman with the management but the management did not agree to consider the case. Thereafter the union raised the industrial dispute before the AL C(C), Dhanbad and on failure of the conciliation the present reference was made. It is prayed that the concerned workman is entitled to get one special increment from the date of his passing M.A. examination in sociology.

The case of the management is that the dispute covered under the reference does not all within section 2(k) of the I.D. Act and also that it does not fall within any of the item in the second and 3rd schedule of the I.D. Act. In 1978 the CIL had framed rules as part of the common coal cadre applicable to the employees for the purpose of self development. The said rule provide that one increment will be given to the employees who acquire recognised graduate diploma or degree in Labour Welfare/Sociology work while in service of the organisation and actually working in the personnel/industrial relations department. Under the said cadres scheme only such employees become eligible for benefit of one special increment who acquire/post-graduate degree/diploma in Labour Welfare Social workman and who are working in personnel/industrial relations department of BCCL. The said qualification is the recognised qualification for the post of Welfare Officer under the Mines Act and Mines Rule.

The concerned workman claims that he has passed M.A. in sociology from Bhagalpur University in the year 1979 as a private candidate but he does not fulfil the other condition of working in personnel/industrial relation department of BCCL. The concerned workman was first employed in BCCL in 1973 and was posted in the personnel directorate. In 1975 he was posted in the Hindi department of personnel relations department with effect from 29-7-75 and since then he was no longer working in the personnel and industrial relations department of BCCL. His duties and work in the personnel relation department had nothing to do with the personnel/industrial relation department. The function of the personnel and industrial relations department is different from the public relations department in which the concerned workman was working since 1975. The personnel relations department does not function as part of personnel and I.R. department. There are several department working under the personnel directorate and the personnel and industrial relation department is one of the department under the personnel directorate. The personnel relation department function under the Chairman-cum-Managing Director of BCCL. The

common coal cadre came into force in the year 1978 and the concerned workman has claimed that he has acquired the qualification in the year 1979 when at that time he was not working in the personnel/industrial relation department either at the time when the common coal cadre was introduced or when he acquired qualification in question. There is no condition of service of the concerned workman that he will be entitled to one special increment if he acquires the aforesaid qualification while working in Hindi/public relations department. There are other employees of BCCL who have acquired the same or similar qualification but as they are not working in personnel/industrial relations department they have not been given the benefit of one increment. It is further submitted by the management that due to error and misunderstanding of the relevant provision in this respect a few employees were granted such special increment but when the matter came to the notice of the management the mistake was noted but since the benefit in question was already extended to those employees and there was likelihood of complications and litigation the management did not rectify the mistake and allowed them to draw their increment. It is further submitted that such mistake cannot be transformed into a rule and no one can claim the benefit by taking advantage of mistake made in some cases. In view of the above the management is not required to give one special increment to the concerned workman and the management is justified in denying such benefit to him and as such the concerned workman is not entitled to any relief.

Two points arise for decision in this case namely (1) whether the concerned workman is entitled to one special increment on passing M.A. examination in sociology in accordance with the common coal cadre and (2) whether the grant of increment to some employees who had obtained diploma or degree in Labour welfare/social work will entitle the concerned workman to one increment is being claimed by him.

The workmen have examined two witnesses and the management has examined one witness in support of their respective case. The documents of the workmen have been marked Ext. W-1 to W-14 and the documents of the management have been marked Ext. M-1 to M-9.

Some facts are admitted. The concerned workman Shri Ram Sagar Thakur is working in BCCL since 1973 Ext. W-1 is an office order dt. 25-8-73 which shows that the concerned workman joined the office of the Chief Industrial Relation and personnel as Hindi Typist on 26-5-73. Ext. W-2 dt. 2-7-73 is the identity slip issued to the concerned workman which shows that he was working in the personnel depart-

ment of BCCL. Ext. W-3 is overtime slip which shows that overtime was claimed by the concerned workman for the month of January, 1975 and that he was working in the personnel department at that time. It is clear therefore that the concerned workman was working in the personnel department of BCCL till 1975. The case of the management in para 9 of the W.S. is that concerned workman was employed in BCCL in 1973 and was posted in the personnel department and that with effect from 2-7-75 the concerned workman was posted in Hindi/personnel relations department. Thus the management admitted that the concerned workman was earlier posted in the personnel department as is evidenced by the exhibits discussed above.

The question is whether the concerned workman was in the personnel department at the time he had appeared in M.A. examination in sociology in 1979 and had passed the said examination while he was in the personnel department. Ext. W-8 is an office order dt. 10-9-80 issued by the Senior Personnel Officer. It shows that the concerned workman who was working as an Assistant/Hindi Typist in BCCL with effect from 26-5-73 was presently working in public relations department in the personnel directorate and was permitted by the competent authority to appear in M.A. sociology examination of the University of Bhagalpur as private candidate in respect of the year 1979. It is clear therefore, from this letter that when the concerned workman was permitted to appear in M.A. sociology examination as private candidate, he was working in the public relations department in the personnel directorate and that he was not in the personnel and industrial relations department of the personnel directorate.

According to the workmen the concerned workman was working although in the personnel department. It appears that there has been some confusion regarding the department in which the concerned workman was working as Hindi typist at the relevant time when he had appeared and passed M.A. in sociology. MW-1 who is working as a Dy. Personnel Manager of BCCL in the personnel department has stated that there are four directors in BCCL, namely, Director (Opn) East, Director Operation (West), Director Finance and Director Personnel and that there are departments under each of the directors. It will appear from his evidence that under the personnel directorate there are personnel, industrial relations, man power recruitment, welfare, legal and medical department. He has further stated that the public relations department is presently under the Chairman of BCCL and that the Hindi department is not part and parcel of personnel department. He has stated that Hindi department is under the department of Public relations where the concerned work-

man is working as Typist. In cross-examination MW-1 has stated that he cannot say since when public relations department is under the Chairman but previously the public relations department was in the personnel directorate. In this connection the evidence of WW-2 who was examined on behalf of the workmen is of great importance to establish the contention raised on behalf of the management. He has stated that he was working in the medical department at the time when he got one increment for passing M.A. in Labour and Social Welfare in 1976. In cross-examination he has stated that the medical department was in the personnel department at the time he got the increment. He has stated that in 1978 the concerned workman was working in Hindi department which is not a part of the personnel and industrial relations department. He has also stated that in 1976 there was no common seniority list of the employees working in the personnel, industrial, legal and Hindi department. Thus the evidence of the witness examined on behalf of the workmen itself shows that the concerned workman who was working in the Hindi department in 1978 was not a part of the personnel and industrial relation department.

Considering the evidence discussed above it appears that although the concerned workman was in the personnel department for sometime after his appointment he was transferred to personnel relation department since, before 1978 and it cannot be said that the concerned workman was working in the personnel or industrial relation department at the time when he had appeared or passed M.A. examination in sociology.

In this connection I may add that the directorate is much bigger unit than the departments working under it. As stated by the MW-1 it appears that the entire function of BCCL are confined to four directors within which there is one director of personnel in the directorate of personnel. MW-1 has stated about the different department under the personnel directorate. It will also appear that the personnel department, industrial relation department besides there are the departments under the personnel directorate and as such the provision in the common coal cadre which has allowed one increment to the employees who have obtained diploma or degree in labour welfare/social welfare is confined only to the employees working in the personnel/industrial relation department, and not to the other department of the personnel directorate. So even if the public relation department was under the personnel directorate at the relevant time the benefit of the said provision would not be made available to the concerned workman who although was working in the public relation department under the personnel directorate was not actually in the personnel or industrial relation department of the personnel directorate.

Now we turn to Ext. M-9 which is the common coal cadre. In Schedule 1 at page-37 of the said common coal cadre of Ext. M-9 there is a provision for approved professional qualifications. In Sl. No. 4 of the said schedule it is provided that an employee in the personnel and industrial relation department who do not possess equivalent qualification obtaining recognised graduate diploma or degree in labour Welfare/Social work will be entitled to one increment. It is actually under this item that the claim of the concerned workman is confined. There is no other provision in the BCCL for giving benefit of increment on obtaining the diploma or degree in Labour Welfare/Social work. It is clear, therefore, that an employee working in the personnel/industrial relations department alone are entitled to one increment if they obtain diploma or degree in Labour Welfare/Social work. The concerned workman, as held above by me, was working as a Hindi Typist in the public relations department when he had appeared and passed M.A. examination in Sociology in 1980 and as such the concerned workman cannot claim the benefit of one increment under this provision when he had passed M.A. in Sociology in 1980.

Ext. W-11 dt. 22/23-11-82 is a letter from the personnel manager to the concerned workman regarding grant of advance increment for acquiring approved additional qualification to him. This letter was written in reply to the application dt. 22-12-81 sent by the concerned workman for grant of advance increment. It is stated that the advance increment cannot be granted to the concerned workman as he was not attached to the personnel section. In this very letter the concerned workman has been addressed as Asstt. Public Relation department Koyalana Bhawan. Ext. W-10 is dt. 31-3-82, written by Dy. Personnel Manager to Shri R.N. Dwivedi, Sr. Public Relation Officer regarding grant of advance increment to Shri R.S. Thakur (concerned workman). It states that the proposal had been thoroughly examined by the competent authority who expressed regret that the concerned workman Shri R.S. Thakur is not entitled to get any advance increment for acquiring M.A. degree in sociology. Ext. W-12 dt. 15/16-1-85 is a letter from the Dy. Chief Personnel Manager to the General Secretary, BCCL Staff Coordination. In this letter it has been reiterated that the concerned workman is not entitled to receive advance increment even though he has passed M.A. examination in Sociology because he was not employed in personnel department. It will thus appear that the management had given reasons for refusing to grant the increment to the concerned workman and his union on the ground that he was not attached to the personnel department when he had passed M.A. examination in sociology. It appears that the reason for not giving one increment to the concerned workman is based on the provision made in Ext. M-9 discussed above. I hold therefore that the concerned workman is not entitled to one special increment on passing M.A. examination in sociology in accordance with the common coal cadre.

It is the admitted case of the management as stated in para-20 of the W.S. that due to error and misunderstanding of the relevant provision in this respect a few employees were granted special increment on passing M.A. in Sociology/Labour Welfare but when the matter came to the notice of the management, the mistake was noted but since the benefit in question was already extended to them and there was likelihood of complication and litigation the management could not rectify the mistake. It is further stated that the said mistake cannot be transformed into a rule and the concerned workman cannot claim the benefit of one increment by taking advantage of the mistake committed by the management in some cases in the past. MW-1 has stated in his evidence that due to mistake increment was allowed to non-personnel employees or on passing M.A. in sociology and social welfare. He has further stated that the matter was considered and it was decided that in future no increment will be given to such employees but in the case of those who are already given increment were allowed to draw the said increment. The workmen have not shown that any employee in the non-personnel department has been given one increment since after the concerned workman was refused the increment on passing M.A. in sociology. The management has admitted that in the past an increment had been given to the employees working in the non-personnel department but when the mistake was detected no employee had been given increment on passing M.A. in sociology or Labour Welfare. Ext. W-9 dt. 18-12-79 is an office order which does show that an employee of non personnel department were also allowed increment on obtaining degree in labour and social welfare. The position is admitted by the management. The management has filed application of Shri Arbind Jha accounts clerk (Ext. M-1), P.N. Singh, internal audit department (Ext. M-2), Ganesh Prasad, Area Hindi Supdt. Kusunda area (Ext. M-3), K.B. Jha Stock verifier Area Accounts Office, Moonidih (M-4), V.K. Jha Asstt. Materials Management Division, BCCL Koyal Bhawan (Ext. M-5), to show that they had requested for grant of one increment for acquiring approved additional qualification in MA in sociology/Labour Social Welfare. Ext. M-6 addressed to P.N. Singh, Ext. M-7 dt. 18-3-82 addressed to the Personnel Manager, Kusunda area Ext. M-8 dt. 21-12-82 addressed to Shri U.K. Jha, will show that S/Shri P.N. Singh, Ganesh Prasad, Arbind Jha, U.K. Jha who had applied for grant of one increment for acquiring approved additional qualification was refused by the management as they were not attached to the personnel department. It appears therefore that the management was following the regular principle in not allowing one increment to the employees of non personnel department who

had obtained M.A. in sociology/Labour Welfare after the management had realised their mistake which they had committed in the past by allowing some employees of non personnel department the increment which actually they were not entitled. It is clear from Ext. W-9 that only the employees in the personnel and industrial relations department were entitled for one increment if they obtained the degree or diploma in Labour Welfare or social work and that the management's action in the past in granting one increment to the employees of non personnel department was against the provision of the common coal cadre and this Tribunal cannot pass an order so as to perpetuate an illegality. The management although has committed mistake in the past, the workman has not shown that any differentiation has been made between the employees after the mistake was realised by the management. Under the circumstances I do not think that the management can be alleged to have committed unfair labour practice. I hold therefore that the grant of increment to some employees obtaining diploma or degree in Labour Welfare/Social work in the past will not entitle the concerned workman to one increment as is being claimed by him.

In the result, I hold that the action of the management of personnel directorate of M/s. B.C.C.L. in denying one special increment to Shri R.S. Thakur Office Asstt. P.R.O. Section is justified and consequently the concerned workman is entitled to no relief.

This is my Award.

Dt. 11-8-87

I.N. SINHA, Presiding Officer
No. L-20012/174/85-D.III(A)

नई दिल्ली, 7 सितम्बर, 1987

का.पा. 2449.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ईस्ट कॉटरम कालयरी, मैसर्स भारत कोकिंग कोल निमिटेड के प्रबंधतात्र म सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुद्धर में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण संघा 2, धनबाद के पंचपट को प्रकाशित, करती है, जो केन्द्रीय सरकार को 19 अगस्त, 1987 को प्राप्त हुआ था।

New Delhi, the 7th Sept. 1987

S.O. 2449.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of East Katras Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 19th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 181 of 1986

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES : Employers in relation to the management of East Katras Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen : Shri S.K. Sharma, Vice-President, Koyla Ispat Mazdoor Panchayat.

On behalf of the employers : Shri R. Jha, Dy. Personnel Manager.

STATE : Bihar INDUSTRY : Coal.
Dated, Dhanbad, the 14th
August 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. C-20012(357)/85-D. III(A), dated, the 1st May, 1986.

THE SCHEDULE

“Whether the action of the management of East Katras Colliery of M/s. Bharat Coking Coal Limited in deleting the names of Shri Ramjit Manjhi and 26 other Miner/Loaders of East Katras Colliery, named below, is justified ? If not, to what relief the workmen are entitled ?”

Names

1. Ramjit Manjhi
2. Vishwanath Manjhi.
3. Ramnath Manjhi.
4. Karu Manjhi.
5. Bhado Manjhi.
6. Sukhi Ram Manjhi.
7. Sita Ram Manjhi.
8. Bahadur Manjhi.
9. Panchu Manjhi.
10. Sarkar Manjhi.
11. Surja Manjhi.
12. Ramdhan Manjhi.
13. Rameshwar Manjhi.
14. Shyamlal Manjhi.
15. Shaiba Manjhi.
16. Hopin Manjhi.
17. Jogeshwar Manjhi.
18. Ganesh Manjhi.

19. Barka Manjhi.
20. Surjan Manjhi.
21. Hopna Manjhi.
22. Loba Manjhi.
23. Tika Ram Manjhi.
24. Robin Manjhi :
25. Arjun Manjhi.
26. Sukhi Manjhi.
27. Sundar Manjhi.

The case of the workmen is that the East Katras Colliery was taken over by the Govt. of India on 17-10-71 under, Coking Coal Mines (taking over of the management), ordinance and thereafter it was nationalised under the Coking Coal Mines (Nationalisation) Act, 1972 with effect from 1-5-72. At the time of take over of the Coal Mines as well as at the time of nationalisation of the Coal Mines, the concerned 27 workmen named in the schedule of the order of reference were on the roll of East Katras Colliery and they were working as Miner/loaders. As per section 17 of the Coking Coal Mines (Nationalisation) Act, 1972, the concerned workmen became the employees of the East Katras Colliery belonging to M/s. B.C.C.L. Many of the concerned workmen were members of C.M.P.F. and contributed their share of P.F. in their respective C.M.P.F. account. The concerned workmen were stopped from their duties on various date without giving them any reason. The management did not issue any chargesheet against the concerned workman. No explanation was ever asked for from the concerned workman as to why their work should be stopped. The concerned workman individually and collectively represented before the management requesting for resumption of their duty. But the management did not allow them to resume their duty. Thereafter the union of the workmen raised an industrial dispute before the ALC(C), Dhanbad for their wrongful and illegal termination of services by the management in 1983. When the said industrial dispute was pending the management came with the plea that the industrial dispute would be settled by mutual discussion between the parties and thereafter on this assurance the union of the workmen withdrew their case from the file of the ALC(C). The union brought to the notice of the Director, Personnel of M/s. BCCL requesting him to settle the dispute as promised before the ALC(C), Dhanbad. The management assured the General Secretary of the union vide their letter dated 8-10-84. The Manager of East Katras Colliery on query informed the Area Personnel Manager, Kauras Area the date of appointment, their address number of attendance put by the workmen in the different years and also stated that no legal procedure had been followed while deleting their names from the roll of the company. Even after the said confirmation from the authorities of the colliery, the management refused to consider the case of the workmen to allow them to resume their duties. Thereafter the union of the workman again

raised dispute before the ALC(C), Dhanbad in 1985. The management refused to reconsider their stand and allow the concerned workman to resume their duty before the conciliation officer and on submission of failure report by the Conciliation Officer the present reference was made to this Tribunal. It will appear that no legal procedure was followed by the management while terminating the services of the workmen. The concerned workmen were not given any opportunity to explain any allegation. The standing orders applicable to the concerned workmen were violated in terminating the services of the concerned workmen and natural justice was denied by the management. It is submitted that the termination of the services of the concerned workmen on different dates was illegal, wrong, malafide and unjustified. It has been prayed that the concerned workmen be reinstated in their respective jobs with back wages and other benefits to which they are entitled.

The case of the management is that out of the list of 27 workmen named in the schedule of reference, the names of most of them do not appear in Form B and identity card register of the colliery. The persons whose names appear in the Form B Register or any other register left their employment 10 to 14 years back at their own accord and never appeared in the colliery demanding for their jobs for such a long period. The belated claim of the union on behalf of the concerned workmen has no merit and suffers from great delay in raising an industrial dispute. If any workman left his employment at his own accord and did not appear in the colliery for a number of years for resumption of his duties, it has to be presumed that he had abandoned his services. In such a situation the names of the concerned workmen had to be deleted from the rolls on the ground of abandonment of service. The names of some of the concerned workmen appearing in the list of the schedule to the reference were deleted on account of abandonment of their services and those persons cannot raise an industrial dispute after 12 years that they were stopped from service by the management.

The union by its letter dt. 5-5-83 addressed to the ALC(C), Dhanbad alleged that the concerned workmen were stopped from their duties in the year 1972-73 and request was made by them to the ALC(C) to do justice for them. The workmen had not made any specific demand in the said letter before the ALC(C), Dhanbad. The management was surprised to hear such a complaint after about 10 years of the alleged stoppage of their work and requested the union to show the genuineness of the workmen and their allegation. The union could not produce any paper to show genuineness of the workmen and their allegation thereby the management did not find any merit to consider their case. The present complaint was made

to the ALC(C), Dhanbad in 1985 by the union requesting the ALC(C), Dhanbad to re-open the closed case. The present reference was made without making proper investigation into the matter. The concerned workman failed to show any authentic document to establish their genuineness and to show that they had been stopped from their duties by the management. In the absence of any authentic document the concerned workman cannot be said to be the real workmen employed in the colliery at any time. According to the management the concerned workmen are strangers and had never worked in the colliery. The concerned workmen are making attempts to enter into employment by impersonation through back door method with help of manipulation. The entire approach of the union is malafide. None of the concerned workman was on the roll of the colliery and some persons are impersonating the genuine workmen who had abandoned their service long ago. The management had not stopped the concerned workmen from the duties at any time. The management had never agreed to settle the dispute before the ALC(C). On the above plea it has been submitted on behalf of the management that the concerned workmen are not entitled to any relief.

The point for determination are whether (1) the concerned workmen were on the roll of the East Katras Colliery working as Miners/Loaders at the time of nationalisation of the Coal Mines and that they continued to work as such as in the colliery after its nationalisation and (2) whether the management was justified in deleting the names of the concerned workmen.

The management examined one witness and the workmen examined two witnesses in support of their respective cases. The documents of the workmen have been marked as Ext. W-1 to W-5 and the documents of the management have been filed as Ext. M-1 to M-4.

It appears from the W.S. of the management that out of the list of the 27 concerned workmen named in the schedule of the reference, the names of some of them do not appear in the Form B Register and identity card register of the colliery and that the concerned persons whose names appear in Form B Register of any other register had left their employment about 10 to 14 years back at their own accord and that they never appeared in the colliery demanding for their jobs. It will further appear that the names of some of the concerned persons whose names appear in the list of schedule to the reference were deleted by the management on account of abandonment of their service. It will thus appear from the above plea of the management that atleast some of the concerned persons were on the roll of East

Katras Colliery and had actually worked there but they had abandoned their service and therefore their names were deleted on account of abandonment. Now we have to find out the names of the concerned persons who are on the rolls of the colliery and are alleged to have abandoned their job. Ext. M-3 dt. 18/20-12-82 is a letter from the Manager, East Katras Colliery to the Dy. Personnel Manager, Katras Area regarding details of workmen absenting from a long period. This document Ext. M-3 is the same as contained in Ext. W-1. Ext. W-1 is a letter dt. 5-5-83 by the President of East Katras Colliery, Koyal Ispat Mazdoor Panchayat to the ALC(C), Dhanbad in which there is an enclosure of a list of miner/loaders with their respective dates of termination of service by the management of East Katras Colliery. Thus a copy of Ext. M-3 forms part of Ext. W-1 and it is almost an admitted document. The Manager, East Katras Colliery had written Ext. M-3 to the Dy. Personnel Manager, Katras Area in reply to the letter dt. 6-9-82 of the Dy. P.M. Katras Area. The Manager, East Katras Colliery had sent the details of the workers absenting for a long time on the basis of P.F. records. It will also appear from this letter that no legal procedure had been followed in deleting the names of the workmen and that the names of these workmen were deleted prior in 1975. The list attached to this letter will show that the workmen named from Sl. No. 1 to 12 were contributing P.F. while they were working in East Katra Colliery and their P.F. account number is also giving in the said list. It will appear from the said list in Ext. W-3 that Sl. No. 2, 4, 5, 7, 8, 9, 13, 16, 19, 21, 23 and 25 of the annexure to the schedule of reference were the workmen of East Katras Colliery who were contributing P.F. and they had been allotted C.M.P.F. account No. Thus from this exhibit of the management it is, clear that atleast these 12 concerned persons were the workmen of East Katras Colliery and were actually contributing their share of C.M.P.F. The list in Ext. M-3 has been prepared on the basis of the entry in the P.F. registers a photo copy of which is on the record and has been marked Ext. M-1. On perusal of Ext. M-1 it will appear that the names of other concerned workmen is not in the C.M.P.F. register which goes to show that the concerned persons other than the 12 whose names are stated in Ext. W-3 were not contributing their share of C.M.P.F. and there was no C.M.P.F. account in their names.

The other document of importance is Ext. M-4 dt. 18-8-83 a copy of the said document along with the list form part as annexure A of the rejoinder to the W.S. of the management filed by the workmen. Thus the workmen also placed their reliance on the document Ext. M-4. It will appear from Ext. M-4 that the Manager, East Katras Colliery had written

a letter to the Personnel Manager, Katras Area in continuation of their letter dt. 18/20-12-83 (which is Ext. M-3 in the case). By this letter the Manager of East Katras Colliery informed the Personnel Manager that the Bonus Register, the year 1971 and onwards were made available from the Tribunal and the attendance of the workmen were verified and the statement along with the details was enclosed with the said letters. It is again stated in this letter that no legal procedure was followed while deleting the names of the workmen from the roll of the colliery prior to 1976. On perusal of the list enclosed to Ext. M-4 which has been prepared on the basis of Bonus Register it will appear that out of the 27 concerned workmen, the names of 26 of them is mentioned in it. There is no mention of the name of concerned persons Shyamal Majhi (Sl. No. 14 of the schedule of reference) the names of workmen, their father's names, home address No. of days of attendance in the year 1971 and 1972, period upto which they worked, their P.F. No. is stated in the list enclosed with Ext. M-4. On further perusal it will appear that the details of Sl. No. 2, 7, 13, 25, 19, 16, 8, 9, 21, 4, 5, 23, 1, 3, 10, 17, 18, 20, 26 and 27 are given in it. It will also show the date till which they had worked in the year 1972. It will further show that no details has been given in the said list in respect of Sl. No. 11, 12, 15, 22 and 24. There is further the name of Dukhi Ram Manjhi in Sl. No. 15 of the list enclosed to Ext. M-4 whose details are also not given. There is no name of Dukhiram Manjhi in the schedule of reference but WW-1 in his evidence has stated that Sukhiram Manjhi whose names appear in the reference was also known as Dukhi Ram Manjhi. Even if Dukhiram Manjhi who was named in Ext. M-4 was the same person as Sukhiram Manjhi of the reference, the fact remains that there was no record of his with the management. The fact that there was no mention of the name, address, P.F. No., attendance of Sl. No. 11, 12, 15, 22 and 24 and also of Sukhiram Manjhi in Ext. M-4 shows that these persons were not in employment of East Katras Colliery and as such their names and details did not appear in the records of the management.

But so far the other concerned persons whose names are stated in Ext. M-4 except the six persons stated above were working in East Katras Colliery and there is no doubt that they were workmen of East Katras Colliery and had worked up to the dates as mentioned in Ext. M-4 till some time in 1971, 1972 or 1973. The contention of the management that the concerned persons were not the workmen of the Colliery is belied by Ext. M-4 which is the management's own document showing that out of these 27 workmen of the schedule of reference atleast 20 were working in the colliery and there is no trace in

respect of only 7 persons namely Sukhiram Manjhi (Sl. No. 6) Sarju Mahato (Sl. No. 11) Ramdhani Manjhi (Sl. No. 12), Shaiba Manjhi (Sl. No. 15), Loba Manjhi (Sl. No. 22), Robin Manjhi (Sl. No. 24) and Shyamla Manjhi (Sl. No. 14). I hold, therefore, that the concerned persons other than Sl. No. 11, 12, 15, 22, 24, 6 and 14 were the workmen of East Katras Colliery and had worked atleast for sometime after the take over or the nationalisation of East Katras Colliery and their names were on the roll of the company.

The case of the management is that the concerned persons whose names are on the record of the colliery had abandoned their services and as such their names were deleted from the rolls on the ground of abandonment of service. The management examined MW-1 Shri R. S. Pandey, who was posted in East Katras Colliery as Senior Personnel Officer from 1977, to 1982. He has stated that he had scrutinised the man power when he was in East Katras Colliery and on scrutiny he found that some of the workmen were not found working since many years. He has further stated that after a discussion with the Personnel Manager he ordered to remove their names from the roll of the colliery and man power list and thereafter the names of the workmen were removed from the roll of the company after scrutiny as they were not working since more than five years. He has further stated that Sukhiram Manjhi, Suraja Manjhi, Radha Manjhi, Sarkar Manjhi, Loba Manjhi and Robin Manjhi did not ever work in East Katras Colliery. He has also stated that the concerned persons had never represented before me for giving them work. He has stated that the management had not stopped their work and no action had been taken against them for their absence. According to him the concerned workmen had themselves left the work and as such no action had been taken against them. In his cross-examination he has stated that the management had not taken any step to ascertain the reason of absence of the concerned workmen. He has stated that the names of the concerned workmen were deleted from the company roll in 1980 or 1981 and that the names of the concerned workmen except six were continuing in the company roll till 1979. He has stated that the names of the workmen were deleted when he was in East Katras Colliery. It will appear from his evidence that he was in East Katras Colliery from 1977 to 1982 and he has specifically stated that the names of the concerned workmen were deleted from the company's roll in 1980 or 1981. The said statement of MW-1 is believed by the management's own document Ext. M-3 and M-4 in which it is stated that no legal procedure was followed and the names of the concerned persons were deleted prior to 1975 according to Ext. M-3

and prior to 1976 according to Ext. M-4. It is clear from Ext. M-3 and M-4 that the names of the concerned workmen were deleted sometime prior to 1975 or 1976 and that the evidence of MW-1 that their names were deleted sometimes in the year 1980 or 1981 during his period of stay at East Katras Colliery is not correct. It has to be held on the basis of Ext. M-3 and M-4 that the names of the concerned persons were deleted sometimes prior to 1975 from 1976 and that no legal procedure was followed while deleting their names from the rolls of the company. WW-1 Biswanath Manjhi is one of the concerned workmen. He has stated that in 1973 the management stopped their work saying that they will be provided with work if needed. He has also stated that some of them were stopped in 1972 and some in 1974. This evidence of WW-1 appears to be correct regarding the period of stoppage of the work of the concerned persons if we consider the contents of Ext. M-3 and M-4 according to which the names of the concerned persons were deleted sometime prior to 1975 or 1976. It is also admitted that no legal procedure was followed while deleting the names of the concerned persons from the roll of the colliery. No document has been produced by the management to show the reason as to why the concerned persons were stopped from the duties. Admittedly no charge-sheet had been submitted against them and disciplinary procedures were drawn up against them before terminating their services. There is also no evidence to show that the concerned persons were given any retrenchment benefit at the time of the stoppage of their work.

Ext. W-3 dt. 17-1-73, W-4 dt. 29-11-73 and W-5 dt. 14-5-74 are petitions filed by some of the concerned persons before the management requesting for taking them on the job, as their work had been stopped by the management. These documents have been proved by WW-2 Hopon Manjhi. He has stated that the applications Ext. W-3 to W-5 were written in his presence by Nunu Ram Manjhi and that the workmen had given their L.T.I on the applications in his presence. The said exhibits M-3 to M-5 bear the seal of East Katras Colliery with some signature to show that the applications were received at the office. There is no evidence on behalf of the management denying that those applications had not been filed before the management. It is clear therefore that after the stoppage of the work of the concerned persons, they had applied to the management for giving them work. It appears that the workmen had made efforts for their employment till May, 1974. There is no paper thereafter to show that any sincere efforts were being made by the workmen for getting the job from which they had been stopped by the management.

There is, no doubt, that the workmen had raised the industrial dispute sometime in the year 1983 for the first time and finally in the year 1985 and their appears to be great delay in raising industrial dispute. There is absolutely no explanation as to why the industrial dispute was not raised. Earlier sometime after the stoppage of the work of the concerned persons. There is no doubt that the industrial dispute were raised after delay and no satisfactory reason has been given about the delay in raising the dispute.

However, the fact remains that although there was a delay in raising the industrial dispute, atleast 20 of the concerned persons whose cases have been discussed above had actually worked in East Katras Colliery after the take over of the notionalisation and that the management had stopped their work. It will also appear that the concerned persons had for sometime till May, 1984 made some efforts to get themselves reinstated in their jobs but they failed to get employment. On consideration of Ext. W-3 to W-5 it appears that after the concerned persons were stopped from their duties they had made efforts by filling applications before the management for giving them job, but the management did not give them any job and as such it appears that the concerned persons had not abandoned their jobs of their own and that they had actually been stopped from work by the management. It will also appear with reference to Ext. M-3 Ext M-4 that the managements case that the names of the concerned persons were deleted from the roll sometime in 1980-81 is not supported and there is reason to doubt that the concerned persons had abandoned their job at their own instance. If the management had any document in proof of the fact that the names of the concerned persons were continuing since 1980-81 when the names were deleted from the rolls, it can be said that there was some point in the case of the management. But the management did not choose to produce documents which are expected to be in their possession to show that the names of the concerned persons were continuing in the registers of the management till 1980-81 as stated by MW-1. In my opinion the case of abandonment appears to have been introduced in order to deprive the concerned persons who were actually working in East Katras Colliery before their stoppage of work so that the management may not be forced to take them in employment. I hold therefore that the management was not justified in deleting the names of the concerned 20 persons whose case I have discussed above.

In the result, I hold that the action of the management of East Katras Colliery of M/s. B.C.C.L. in deleting the names of Sl. No. 1, 2, 3, 4, 5, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, 23, 25, 26, 27 of the schedule to the order of reference is not justified. The

management is therefore directed to reinstate them in the job of Miner/loader within one month from the date of publication of the Award. However the 20 concerned persons will not be entitled to any arrears of wages as the dispute had been raised after a great delay and it was on their account that their claim could not be decided earlier.

This is my Award.

Dated : 14-8-1987

I. N. SINHA, Presiding Officer.
[No. L-20012/357/85-D.III(A)]

का.आ. 2450.—ओर्डरिंग विवाद अधिनियम, 1947 (1947 का 14) की वारा 17 के अनुसरण में, केंद्रीय सरकार के तुरण्ड कोनरी मैमर्स भारत कोकिंग कॉर्प लिमिटेड के प्रबंधन द्वारा नियोजित और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्डरिंग विवाद में केंद्रीय सरकार ओर्डरिंग अधिकरण, मध्या 1, धनबाद के पंचानंद को प्रकाशित करती है, जो केंद्रीय सरकार को प्राप्त हुआ था।

S.O. 2450 :—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Kessurgarh Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 19th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1) (d) of the Industrial Disputes Act, 1947.

Reference No. 66 1984.

Employers in relation to the management of Kessurgarh Colliery of M/s. B.C.C Ltd.

AND

Their Workmen.

PRESENT: Shri S.K. Mitra,
Presiding Officer

APPEARANCES:

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri P.N. Singh, the concerned workman.

State: Bihar. Industry : Coal.

Dhanbad, dated, the 11th August, 1987.

AWARD

The present reference arises out of Order No. L-20012(iii)/84-D.III(A) dated, the 22nd September, 1984 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been

specified in the schedule to the said order and the said schedule runs as follows:

"Whether the action of the management of M/s. Bharat Coking Coal Limited, P.O. Nawagarh, Dist. Dhanbad in relation to their Kessurgarh Colliery in not promoting Shri Paras Nath Singh, Overman as Senior Overman and getting him superseded by the juniors, namely, S/Shri B.K. Singh and Jagdish Singh, is justified? If not to what relief the concerned workman is entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S.K. MITRA, Presiding Officer.
[No. I-20012(HI)/84-D.III(A)]

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1 AT DHANBAD.

REFERENCE NO. 66/84.

Employers in relation to the management of Kessurgarh Colliery.

AND

Their workmen.

PETITION OF COMPROMISE:

The humble petition on behalf of the parties to the above reference most respectfully shewth:

(1) That the dispute has been amicably settled between the parties on the following terms:-

TERMS OF SETTLEMENT:

- That the concerned workman Shri P.N. Singh, Overman will be regularised as Sr. Overman in Gr. 'A' (Tech.) with retrospective effect from 3-6-80 and his seniority as Senior Overman will be counted from 3-6-80.
- That the concerned workman will be fixed in the scale of Rs 892-53-1316-55-1701 with the starting basic of Rs. 1371/- on 22-9-84 i.e. the date of reference and will be paid the difference of wages and other benefit, from 22-9-84.

(c) That the concerned workman will not claim for any the benefit arising out of this regularisation.

(2) That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the terms of the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

FOR THE WORKMEN FOR THE EMPLOYERS:

I. (P.N. SINGH)	I(G. RAI)
OVERMAN	GENERAL MANAGER
	BLOC-II AREA
	(2) (R. MOHAN)
	PERSONNEL
	MANAGER

Witness
(S.N. MISHRA)
O.S
BLOCK-II AREA

Part of the Award

का.आ. 2451—ऑर्डोरिंग विधाद अधिनियम, 1947 (1947 का 14) की बात 17 के प्रत्युत्तरान में, केन्द्रीय सरकार जामादोबा कोलर्सी मेलर्स द्वारा आयरन एंड स्टील कम्पनी लिमिटेड के प्रबंधित व के सम्बद्ध विधेयकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑर्डोरिंग विधाद में केन्द्रीय सरकार ऑर्डोरिंग प्रधिकरण, संख्या 1, प्रत्याद के प्रवाप को प्रकाशित करती है, जो रेलवे परकार से 19 अगस्त, 1987 को प्राप्त हुआ था।

S.O. 2451 In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the Industrial dispute, between the Employers in relation to the Management of Jamadoba Colliery of M/s. Tata Iron and Steel Co. Ltd. and their workmen, which was received by the Central Government on the 19th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 61 of 1982.

PARTIES: Employers in relation to the management of Jamadoba Colliery of M/s. Tata Iron & Steel Company Limited, P.O. Jamadoba Dist. Dhanbad

AND

Their Workmen

PRESENT: Shri S.K. Mitra, Presiding Officer.

APPEARANCES:

For the Employers Shri S.R. Vedula, Personnel Officer.

For the Workman None.

STATE : Bihar Industry : Coal.

Dhanbad, dated, the 12th August, 1987

AWARD

The present reference arises out of Order No. L-20012(119)/82-D.III(A) dated, the 14th June, 1982 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

"Whether the demand of the workmen of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jamadoba, District Dhanbad for placement of Sarvashri Jagdish Singh and Anand Kumar Singh as Wireless Operators in Technical Grade 'B' is justified? If so, to what relief are the workmen concerned entitled and from what date?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S.K. MITRA, Presiding Officer.
[No. L-20012/119/82-D. III (A)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NO. 1, DHANBAD

Reference No. 61 of 1982

PARTIES

Employers in relation to the management of Jamadoba Colliery of M/s. Tata Iron & Steel Company Limited, P.O. Jamadoba, Dist. Dhanbad

AND

Their workman

(Sri Jagdish Singh & Sri Anand Kr. Singh)

That it is submitted that the Ministry of Labour, Government of India by Order No. L-20012(119)/82-D-III(A), dated 14th May, 1982 referred the fol-

lowing dispute for adjudication by the Hon'ble Tribunal.

SCHEDULE

"Whether the demand of the workmen of Jamadoba Colliery of M/s. Tata Iron & Steel Company Limited, Jamadoba, P.O. Jamadoba, Dist. Dhanbad for placing S/Sri Jagdish Singh and Anand Kr. Singh as Wireless Operator in Technical Grade 'B' is justified If not, to what relief are the workmen entitled to and from what date."

That the parties above named beg to submit that after detailed mutual discussion on several occasions, the dispute referred to the Hon'ble Tribunal for the adjudication has been settled amicably on the following terms:-

TERMS OF SETTLEMENT

- (1) That it has been agreed to place Sri Jagdish Singh and Sri Anand Kumar Singh, Wireless Attendants of Jamadoba Colliery of M/s Tata Iron & Steel Company Limited, Jamadoba in Technical Grade 'C' with retrospective effect i.e. 1-6-1986.
- (2) That they will be getting the arrear wages for the period from 1-6-1986 till the date of implementation of the Award.
- (3) That they will be granted an advance increment in the aforesaid grade from the date of the implementation of the award.
- (4) That the above terms of settlement fully resolve the dispute pending before the Hon'ble Tribunal.
- (5) That the above terms of settlement are fair.

It is therefore, humbly prayed that the terms of settlement may be accepted and a "No dispute Award" be passed in terms thereof.

For Workmen	For Employers
	M/s. Tata Iron & Steel Company Ltd. P.O. Jamadoba, Dist. Dhanbad, Bihar.

(1) (Jagdish Singh)	(1) (Y.P. Dhawan)
Wireless Attendant	Director of Collieries(J)
	T.No. 4638

The concerned workmen

(2) (Anand Kr. Singh)	(2) (S.N. Pandey)
Wireless Attendant	Chief Personnel Manager(J)
	T.No. 4596

The concerned workman

WITNESSES

(1)	(S.N. Sinha)
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Asst. Chief Personnel Manager (TR)

—M/s. Tata Iron & Steel Co. Limited
Jamadoba, P.O. Jamadoba, Dist. Dhanbad

(2) (P. Akhaury)

Asst. Chief Personnel Manager (C)
M/s. Tata Iron & Steel Co. Ltd.,
Jamadoba, P.O. Jamadoba, Dist. Dhanbad

Dated 10th August 1987

Part of the Award

का. आ. 2452.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भाउथ तिमरा कोलयरी मैसरी भारत कोइंग कोल लिमिटेड के बिंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संस्था 1, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 19 अगस्त, 1987 को प्राप्त हुआ था।

S.O. 2452.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of South Tisra Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 19th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

In the matter of a reference under section 10 (1)(d) of the Industrial Disputes Act, 1947.

Reference No. 17 of 1984

PARTIES : Employers in relation to the management of South Tisra Colliery of M/S. B.C.C. Ltd.

AND

Their Workmen

PRESENT : Shri S.K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri G.D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, dated, the 12th August, 1987

AWARD

The present reference arises out of Order No. L-20012(311)/83-D. III (A) dated, the 16th March,

1984 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

“Whether the action of the management of South Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeeangora, District Dhanbad, in superannuating Sarvashri Saudhi Dusadh, Trammer, 10 Seam and Jangli Ram, Hard Coke Oven Mason Mazdoor with effect from 2-7-1983 and 1-6-1983, respectively, is justified ? If not, to what relief are these workmen entitled and from what date ?

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S.K. MITRA, Presiding Officer
[No. L-20012/311/83-D. III (A)]
P.V. SREEDHARAN, Desk Officer

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL NO. 1

AT DHANBAD

Reference No. 17/84

Employers in relation to the management of South Tisra Colliery

AND

Their Workmen (Jangali Ram & Others)

Petition of Compromise.

The humble petition on behalf of the parties, to the above Reference most respectfully shewth.

1. That the parties to the dispute have amicably settled the matter in the Reference on the following terms :—

TERMS OF SETTLEMENT

(A) That one of the concerned workmen namely Jangali Ram, Mason Mazdoor has already died after his superannuation and the union does not press its claim and the dispute in respect of him is finally closed.

(B) That the other concerned workmen Shri Saudi Dusadhi, Trainee would be sent to Appex Medical Board of the management for reassessment of his age. The decision of the Medical Board as regards his age will be final and conclusive for the purpose of determination of his retirement.

(C) That in case of his age on reassessment will tally with the date of retirement on which he has already been retired then the concerned workmen will not get any relief.

(D) That the concerned workman or his union will not claim any other relief except continuity of service for the purpose of payment of gratuity only. He will not claim back wages or other benefits for the period of idleness from the date of superannuation till date of resumption of his duties if so occurs.

(E) His age will be assessed within one month from the date of settlement.

(F) That in view of the aforesaid settlement there remains no dispute for adjudication.

It is, therefore, humbly prayed that Honourable Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For Employers	For the Workmen
1. (C.P. BANSAL)	1. (G.D. PANDEY)
General Manager,	Secretary
Lodha Area	Rashtriya Colliery Mazdoor Sangh

2. (K. KUMAR)
Personnel Manager,
Lodha Area.

Witnesses :

1. Sd/-	Part of the Award
2. Sd/-	

नई दिल्ली, 2 गिरजामार, 1987

का.आ. 2453.—बौद्धिगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यरोपण में, केन्द्रीय सरकार, भारतीय जीवन जीवन नियम मंत्री के प्रबंधालय से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्विट बौद्धिगिक विवाद में बौद्धिगिक अधिकरण नियमनालय के पंचाट को प्रकाशित करती है।

New Delhi, the 2nd September, 1987

S.O. 2453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamil Nadu, as shown in the annexure, in the industrial dispute between the em-

ployers in relation to the Life Insurance Corporation of India, Madurai and their workmen.

BEFORE THIRU FYZFI MAHMOOD, B.Sc., B.I
PRESIDING OFFICER,

INDUSTRIAL TRIBUNAL, TAMILNADU,
MADRAS

(Constituted by the Central Government)

Friday, the 24th day of July, 1987

Industrial Dispute No. 6 of 1983

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Life Insurance Corporation of India, Madurai.)

BETWEEN

The workman represented by
The Secretary,

Insurance Corporation Employees' Union,
30, North Masi Street,
Madurai-625001.

AND

The Divisional Manager,
Life Insurance Corporation of India,
"Jeewan Prakash" Bridge Station Road,
Post Box No. 16, Sellur,
Madurai-625002.

Reference : Order No. L-17012/8/82/D. IV(A),
dated 1-1-1983 of the Ministry of
Labour & Rehabilitation, Department
of Labour, Government of India, New
Delhi.

This dispute coming on this day for final disposal in the presence of Thiru S. Vaidyanathan for Thiruvalargal Row and Reddy, Advocates for the workman and of Thiru P.V. Marthandam, Advocate for the Management upon perusing the reference, claim and counter statements and other connected papers on record and both parties having filed a Joint Memorandum of Compromise and recording the same, this Tribunal passed the following

AWARD

This dispute between the workmen and the Management of Life Insurance Corporation of India, Madurai arises out of a reference under Section 10(1)(d) of the Industrial Dispute Act, 1947 by the Government of India in its Order No. L-17012/8/82/D.IV(A), dated 1-1-1983 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :

Whether the demand of Shri M. Somasekaran, working as Record Clerk in the Office of Life Insurance Corporation of India at Madurai for his being absorbed as a Telephone

Operator in view of his functioning as a relaying Telephone Operator for a long time, is justified? If so, to what relief is the workman concerned entitled.

(2) Parties were served with summons. Both parties were represented by counsel.

(3) The Petitioner-Union filed its claim statement on 21-2-1983 putting forth the claim of the workman. In repudiation thereof, the Management filed their counter statement on 22-3-1983.

(4) After several adjournments, when the matter was taken up for enquiry today, both parties filed a joint memo of compromise. It is recorded.

(5) In view of the joint memo of compromise filed by the parties, an award is passed in terms of the Joint Memo, which shall form an annexure to the Award. There will be no order as to costs.

Dated, this 24th day of July, 1987.

FYZEE MAHMOOD, Industrial Tribunal

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

I.D. No. 6 of 1983

Insurance Corporation Employees' Union
versus
L.I.C. of India, Madurai.

Petitioner

Respondent

JOINT MEMO OF COMPROMISE

1. That this Respondent L.I.C. of India, Madras agrees to pay a sum of Rs. 3000/- (Rupees Three Thousand only) as compensation in full and final settlement of all the claims of Shri S. Somasekaran in I.D. No. 6 of 1983 before this Honourable Industrial Tribunal, Madras.

2. This Respondent further agrees that it would also consider the transfer application of the Petitioner to Madurai as an Assistant in accordance with the Rules in force.

3. The Petitioner viz. the Insurance Corporation Employees Union (Madurai Division) agrees to the terms of compromise set out in Clauses 1 and 2 above.

Dated at Madras this the 24th day of July, 1987.

(Sd).....

24-7-87

for Petitioner Union
Treasurer,
South Zone Insurance
Employees' Federation,
Madras.

(Sd)

(Sd) S. Vaidyanathan
for M/s. Row & Reddy.
Counsel for Petitioner
Union.

(Sd) P.V. Marthandam.
Counsel for Respondent

FYZEE MAHMOOD, Industrial Tribunal
[No. L-17012/8/82-D-IV(A)]

नई दिल्ली, 3 सितम्बर, 1987

का आ. 2454—ओशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युम्भर में, केन्द्रीय सरकार नेशनल इंड्योर्म कं. लि. के प्रबंधतात्र में मम्बद नियोजकों और उनके कर्मकारों से बीच अनुबंध में निर्दिष्ट ओशोगिक विवाद में केन्द्रीय सरकार ओशोगिक अधिकार, चंडीगढ़ के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-1987 को प्राप्त हुआ था।

New Delhi, the 3rd September, 1987

S.O. 2454.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employees in relation to the National Insurance Co. Limited and their workmen, which was received by the Central Government on the 18th August, 1987.

BEFORE SHRI M.K. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I.D. 53/84.

PARTIES

Employers in relation to the management of National Insurance Co. Ltd. Punjab.

AND

Their workman : Madhu Rungta.

APPEARANCES:

For the workman: None.

For the management: None.

AWARD

Dated 31-7-1987

Present reference under Section 10(1)(d) of the Industrial Disputes Act 1947 was received from the Central Govt. vide their Notification No. L 17012/2-82-D-IV(A) dated the 11th June, 1982 for decision and is as under:

“Whether the action of the management of the National Insurance Company Limited in terminating the services of Kumari Madhu Rungta, Hindi Typist, w.e.f. 10-5-1979 is justified? If not, to what relief is the concerned workman entitled?”

2. The present reference is pending since 1982. No body is appearing on behalf of the workman

since 29-11-1985. Notices sent by Regd. post and otherwise have failed to produce any result. Under the above I am of the view that workman is not interested to prosecute the above reference. So same it answered against the workman for want of prosecution.

M.K. BANSAL, Presiding Officer.
[No. L-17012/2/82-D.IV(A)]

का.पा. 2455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ऑर्लियन फायर एंड जनरल इंश्योरेंस कं. लि. के प्रबंधनतंत्र से सम्बद्ध नियोजक और उसके कर्मकारों के शीत ग्रन्तव्य में औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 18-8-1987 को प्राप्त हुआ था।

S.O. 2455.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Oriental Fire and General Insurance Co. Ltd., and their workmen, which was received by the Central Government on the 18th August, 1987.

BEFORE SHRI M.K. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

I.D. No. 31/86.

PARTIES:

Employers in relation to the management of Oriental Fire & Gen. Insurance Co. Ltd.

AND

Deputy Jaiswal, Applicant:

APPEARANCES:

For the workman: Shri R.K. Singh

For the management: Shri R.L. Chopra

INDUSTRY: Insurance STATE: Punjab

AWARD

Dated: 29-7-1987

Vide Central Govt. notification No L-17012/86/85-D.IV(A) dated 17-3-1986, the following dispute was referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act for adjudication:

"Whether the action of the manager-in-charge, Oriental Fire & General Insurance Co. Limited, in terminating the services of Shri Deputy Jaiswal, Inspector Grade I is justified? If not, to what relief is the workman concerned entitled?"

2. The case of the workman is that he was appointed as trainee Inspector by Oriental Fire &

Gen. Insurance Co. (hereinafter referred to as company) w.e.f. 15-3-1978. That he was promoted as Inspector Grade I w.e.f. 15-3-1979. That his work was satisfactory. That his services have been terminated vide letter dated 19-5-1984 received by workman on 23-5-1984. According to workman no compensation was paid to him. So his termination is void. He challenged the order of termination.

3. The management in their reply alleged that employee does not come within the definition of workman so he has no right to claim reference. That his duties in brief were as under:

1. To devote full time attention to the companies work.
2. To recruit, train, direct and control the agents under him.
3. To introduce, develop and service general insurance business as may be specified in the area under his charge.
4. To prepare cover notes, policies and premium receipts and to maintain different statements, service and business which may be assigned to him by the Co.
5. To collect premium and to credit the same to the Co. account.

That he had power to recruit the agents and to promote them and to supervise their work. So it was contended that termination can not be challenged by way of reference.

4. In support of their respective allegation both the parties placed affidavits and also appeared for cross examination. The main point in dispute is whether petitioner is workman or not? Workman in his statement as WWI admitted that his area was from Nangal to Kiratpur with Head Office at Kiratpur. That there were four or five agents under him. That he sent application of the agents for recruitment to the branch office. That agents used to work under him and used to get directions from him. That he had powers to issue cover notes. On the contrary D.R. Tayal who appeared on behalf of the management admitted that applicant was under the branch manager Nangal. That he could only recommend appointment of agents. That agents was to be appointed by the Branch Office. That the applicant was to supervise work of the agents. That agents were only to get commission. That applicant could recommend removal of agents. It was contended on behalf of the applicant that as workman can not appoint any body, can not terminate the services of any body, can not sanction leave to any body and his nature of duties are not managerial so he is a workman. On the contrary it was contended on behalf of the management that duties of the appli-

cant was to secure minimum amount of insurance premium from the agents or field organisation under his jurisdiction. So his nature of duties were supervisory. That he will be workman only if his pay is less than Rs. 1000/- per month. It is true that persual of the appointment letter shows that applicant was required to give minimum amount of premium. He was also required to take work from the agents under the appointment letter. Power to recruitment have been given to the applicant but due to admission of Mr. Tayal it will be held that he had no power to recruit. His primary job appeared to be of training and direction of agents for general control of field organisation which is supervisory function. So come within the definition of the workman it was required to prove by the workman that his pay was less than Rs. 1000/- on which point there is no evidence. On the contrary management has placed the latest pay slip of the workman to show that his pay was more than Rs. 1000/- So the applicant can not be a workman. This view of mine find support from authority of Punjab & Haryana High Court Re-United India Fire and Gen. Insurance Co. Vs. Industrial Tribunal 1977 I.F.R. 272. In the above case there was a dispute whether the person whose primary duty was to secure the minimum amount of premium from the agent is a workman or not. It was held by their Lordships that he having of supervisory powers will be workman provided his wages are below Rs. 500/- per month. The limit of Rs. 500/- per month was raised to Rs. 1000/- So applicant is required to prove that his pay was less than Rs. 1000/- So in view of this authority he can not be workman.

5. In S.K. Verma Vs. Mahesh Chander and others 1983 Lab. Industrial Cases 1483. The dispute arose whether the agent of Life Insurance Corporation are workman or not? One of the clause in the appointment letter was that agent had no authority to accept risk or bind the Corporation in any way. Their Lordships in para 9 observed as under:

"A persual of the above extracted terms and conditions of appointment shows that a development officer is to be whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in any way. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvas new business and to render post sale service to policy holders. He is expected to assist and inspire the agents. Even so he has not the authority

to appoint agents or to take disciplinary action against them. He does not even supervise the works of the agents though he is required to train them and assist them. He is to be the friend philosopher and guide of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work while exercising no administrative control, over them. The agents are not his subordinates. In fact it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer can not by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of S.2(s) of the Industrial Disputes Act.

6. The above clearly shows that in the above case the agents was held to be workman as he can not bind the corporation. It also indirectly shows that if Development officer had power to bind the Corporation by issuing cover notes he would not be workman. In the present case it is admitted by the applicant that he could issue cover notes to bind the Company so he can not be a workman. So it is held that applicant is not a workman.

7. In view of my findings on the above point the question of termination being void need not be gone into. To avoid remaind it is held that no compensation was paid alongwith termination letter nor offered at any time later on. So termination is void provided applicant is workman. As a result the reference is answered against the workman holding that he is not a workman.

Chandigarh. M.K. BANSAL, Presiding Officer
[No. L-17012/36/85-D.IV(A)]
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 2 भित्तिमय 1987

का आ. 2456.—आधिकारिक विद्याद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैग्नीज और (इंडिया) लिमिटेड, नागपुर (महाराष्ट्र) के प्रबंधनवाले से मध्यद नियोजकों और उनके कर्मकारों के शीघ्र, अनुचंध में नियित औद्योगिक विद्याद में केन्द्रीय सरकार औद्योगिक अधिकारण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-87 को प्राप्त हुआ था।

New Delhi, the 2nd September, 1987

S.O. 2456.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Manganese Ore (India) Limited Nagpur (M.S.) and their workmen, which was received by the Central Government on the 18th August, 1987.

BEFORE SHRI V.S. YADAV, PRESIDING
OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,

JABALPUR (M.P.)

Case No. CGIT/LC(R)(20) of 1984.

Parties :

Employers in relation to the management of Manganese Ore (India) Ltd., Nagpur (M.S.) and their workman, Shri Chunilal Dubey, Chowkidar represented through the S.K.M. Sangh (AITUC), P.O. Tirodi, District Balaghat (M.P.)

APPEARANCES :

For Workman Shri A.P. Tiwari

For Management Shri P.S. Nair, Advocate.

INDUSTRY : Manganese Ore Mining..DISTRICT : Nagpur (M.S.)

AWARD

Dated August 10, 1987

In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 the Central Government in the Ministry of Labour has referred the following dispute, for adjudication, vide Notification No. L-27011/8/83-D. III(B) dated 28th February, 1984 :—

“Whether the action of the management of M/s. Manganese Ore (India) Ltd. Nagpur in dismissing Shri Chunilal Dubey, Chowkidar from service vide order No. 36/CS/2605, dated 1-8-81 was disproportionate to the offence committed by him. If so, to what relief the workman concerned is entitled ?”

2. The case of the management is that during April 1979 Shri C.L. Dubey, Chowkidar, was working in the mine. He applied for Rs. 40/- for Rakhi Festival which was granted to him. On application being processed it was found that he had put his thumb impression though he used to sign. Therefore he was asked to sign also and the advance was paid to him on 7-8-1979. As usual the advance was recovered from his salary.

3. However, the workman lodged a complaint that he did not receive the advance in question and even took this matter before the A.L.C. Chhindwara as an industrial dispute. In the course of conciliation it was decided that the documents should be sent to the hand writing expert for his opinion. In case of opinion being against workman appropriate disciplinary action be taken or in other case the amount will be refunded to him. Shri C.T. Bhange, Handwriting Expert, was referred the matter and he opined that signatures etc. are that of the workman. As such a domestic en-

quiry was started and on the finding dated 25-6-1981 of the Enquiry Officer his services were terminated vide order dated 1st August 1981 since the management considered the misconduct extremely serious.

4. The view of the management was that the Manganese Ore (India) Ltd. employs several thousand persons and pay them wages and advances without keeping any specimen signatures. If the workers are allowed to manipulate their signatures and challenge the payment as has been done by the workman the management will be in unknowing trouble and financial loss.

5. The case of the workman is that the management has illegally taken the expert opinion of Shri Bhange a private expert contrary to the instructions of the A.F.C. (C) Chhindwara who had directed that the same be sent to some Government Expert. The allegation against him are false and the enquiry and findings are perverse. In any case the punishment awarded is too harsh.

6. My learned predecessor framed the following two issues which with my findings and reasons are as under. He has also challenged the legality and propriety of the domestic inquiry which looking to the nature of reference mentioned above I need not consider.

ISSUES

1. Whether the action of the management in dismissing Shri Chunilal Dubey from services was disproportionate to misconduct?

2. If so, to what relief is the workman entitled?

FINDINGS WITH REASONS:

7. Issue Nos. 1 & 2: The only point for consideration before me is whether the punishment awarded is disproportionate to misconduct. I have already mentioned above the view points of the management and their contention further is that in fact the workman was caught because he had put his thumb impression though he had signed differently. To my mind this is a matter concerning merit of the case. According to the reference I have only to examine the propriety of the punishment awarded. On the other hand, the plea of the workman is that he fought for his rights and in order to stop such malpractices in such undertakings in future so that the innocent workers may not suffer.

8. Thus the plea of the workman in making the complaint and taking the matter before the A.L.C. (Central) appears to be as a corrective measure. On the other hand, the plea of the management in dismissing the workman appears to be deterrent for others. The workman has challenged the petty amount of Rs. 40/-. A punishment could also be deterrent even if

minor penalty is imposed. I am of the opinion that looking to the petty amount and the diverse motive of the parties punishment like dismissal is not called for being harsh and disproportionate. The workman could have been imposed some minor punishment. To my mind looking to the facts and circumstances of the case, reinstatement without any back wages but with continuity of service would meet the end of justice in this case. Reference and issues are therefore answered as under:-

That the action of the management of M/s. Manganese Ore (India) Ltd., Nagpur in dismissing Shri Chuni Lal Dubey, Chowkidar from service vide order, No. 36/CS/2695 dated 1-8-81 was not only disproportionate but harsh as against the alleged offence committed by him. He is therefore, entitled to be reinstated with continuity of service but without back wages. No order as to costs.

V.S. YADAV, Presiding Officer.

[No. L-27011/8/83-D, III(B)]

का आ. 2457.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की पार्ग 17 के प्रत्युत्तर में, केन्द्रीय सरकार, वैस्तुत कोलफोल्डम, नि. मनपुरा माईन न. 2, पोस्ट पाथारेडा, जिला बेतुल (म.प्र.) के प्रबंधनप्र में सम्बद्ध नियोजकों आग उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकार्य, जबलपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-87 को प्राप्त हुआ था।

S.O. 2457:—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Satpura Mines No. II, P.O. Pathakhera, Distt. Betul (M.P.) and their workmen, which was received by the Central Government on the 18th August, 1987.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR
(M.P.)

CASE NO. CGIT/LC(R)(34)/1986

PARTIES:

Employers in relation to the management of Western Coalfields Limited, Satpura Mines, No. II, P.O. Pathakhera, Distt. Betul and their workman Shri Phoolchand S/o Ratiram, Loader, represented through The General Secretary, Khadan Mazdoor Sangh, Pathakhera Area, Distt. Betul (M.P.).

APPEARANCES:

For Workman,.....Shri S.K. Rao, Advocate.
For Management,.....Shri P.S. Nair, Advocate.

INDUSTRY: COAL MINING. DISTRICT: BETUL BETUL (M.P.)

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act, 1947, the Central government referred the following dispute for adjudication to this Tribunal vide Notification No.L-22012(45)/84-D.V., dated the 20th February, 1986.

“Whether the action of the management of Western Coalfields Limited, Satpura Mines No. II, P.O. Pathakhera, Distt. Betul in dismissing the services of Shri Phoolchand, s/o Ratiram, Loader with effect from 26-5-1983 is justified? If not, to what relief the workman concerned is entitled?

2. Parties filed their pleadings and documents on receipt of the order of reference. Issues were framed and issues No. 1 to 3 were treated as preliminary issues. The case was fixed for arguments on preliminary issues on 22-7-1986. From 22-7-1983 to 15-5-1987, nine adjournments were granted and ultimately the management filed written arguments on 23-4-1987 and the workman on 15-5-1987 on which date the case was closed for orders on preliminary issues.

In the meantime parties filed Memorandum of settlement duly signed by representatives of both the parties and verified by the Counsels for both the parties. I have perused the terms of settlement and in my opinion they are just, fair and in the interest of workman. I, therefore, pass my award in terms of the settlement that—

1. Shri Phoolchand/Ratiram S/o Ratiram will be reinstated in the same post as held by him at the time of dismissal i.e. Loader, in the basic salary which he was drawing at the time of dismissal.
2. The period absence from the date of dismissal i.e. from 26-5-1983 to the date of joining will be treated as dies-non.
3. The workman concerned will not be entitled to wages or any other payment whatever for the period of illness from the date of dismissal to the date of re-instatement.
4. On reinstatement the workman will be kept on probation for a period of one year during which period his performance and conduct will be closely watched. An assurance of good per-

formance and conduct will be furnished by the workman in writing before joining the duties. If performance and/or conduct during the probationary period is not found satisfactory, his services will be liable to be terminated. However, if/his performance and conduct during the probationary period are found satisfactory, the management may consider to grant him continuity of service for the limited purpose of payment of gratuity.

5. Shri Phoolchand will be posted at Sat-I Mines. No. order as to costs.

Dt. 17-8-87

V.S. YADAV, Presiding Officer
[No. L-22012/45/84-D.V/D.III(B)]

नई दिल्ली, 3 सितम्बर, 1987

का.आ 2458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय मरकार, भिलाई स्टील प्लाट की नवदीनी खानी, जिला दुर्ग (म.प्र.) के प्रबंधनेव से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्धारित औद्योगिक विवाद में केन्द्रीय मरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय मरकार को 17-8-87 को प्राप्त हुआ था।

New Delhi, the 3rd September, 1987.

S.O. 2458.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Nandini Mines of Bhilai Steel Plant, Distt. Durg (MP) and their workmen, which was received by the Central Government on the 17th August, 1987.

BEFORE SHRI V.S. YADAV: PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(75)/1984

PARTIES:

Employers in relation to the management of Nandini Mines of Bhilai Steel Plant, Distt. Durg (M.P.) and their workman Shri D.P. Sandal, Store Clerk, represented through the Metal Mines Workers, Union (INTUC) P.O. Nandini Mines, Distt. Durg (M.P.).

APPEARANCES:

For Union : Shri S.K. Rao, Advocate.

For Management : Shri D.C. Henri, Asstt. Chief Law Officer.

INDUSTRY : Limestone Mine DISTRICT :

Durg (M.P.)

AWARD

Dated : August 7, 1987

The following matter of dispute has been referred to this Tribunal by the Central Government for adjudication vide Notification No. L-29011/88-D. III(B) dated 24th September, 1984:—

“Whether the management of Bhilai Steel Plant are justified in not allowing Shri D.P. Sandal, Store Clerk, at Nandini Mines the benefit of higher scale of pay with effect from 31-12-77 in terms of Clause 7.3(i) of the Tripartite Settlement dated 11-5-1978? If not, to what relief is the workman concerned entitled?”

2. Facts of the case are that the workman was appointed as Time Keeper with effect from 15-10-1959 and posted to work in Balaghat Mines under Bhilai Steel Plant. He was also regularised with effect from 23-10-1967. On the closure of mine in the year 1973 instead of retrenching the workman Shri D.P. Sandal who had become surplus was rehabilitated in the Store Section of Nandini Mechanised Mine. The order of transfer to Nandini Mines was made effective with effect from 25-9-1973. However, he could only be relieved on 23-5-74 and joined on 31-5-74. However, his seniority was counted with effect from 25-9-73. The seniority list was published and the seniority of Shri D.P. Sandal was Serial No. 20.

3. On 11-5-1978 a Tripartite Settlement was signed between S.K.M.S. and the management (Ex.M/4). By another modification dated 21-2-1979 (Ex.M/5) original settlement was liberalised.

4. According to the management, looking to the above settlement and his seniority he could not be given the benefit of higher grade but he was allowed the monetary benefits equivalent to the benefits which he would have got on upgradation.

5. The case of the workman is that some of the mazdoors who had been transferred to Nandini Mines have been promoted giving the next higher scale with effect from 1-5-1978 viz. A.R. Bakshi, Ward Keeper, which is discriminatory. He approached the management, but he was not given the higher grade with effect from 23-10-1977, the date from which he completed 10 years of service in the same scale of pay but only granted Rs. 27 as personal pay with effect from 1-1-1979. He is, therefore, entitled to higher grade and difference of wages.

6. The only point for consideration before me is whether the workman is entitled to higher grade of

pay with effect from 31-12-1977 in terms of Clause 3.1(i) of the Tripartite Settlement dated 11-5-1978.

7. In support of its case the management filed documents Ex.M/1 to Ex.M/9, most of which are admitted by the Union. As I have narrated before, the relevant facts are not much in dispute. I, therefore, come directly to the point in issue.

8. Ex.M/4 is the first settlement dated 11-5-78 mentioned in the reference. The relevant clause of the settlement are reproduced below for convenience :-

3.1 (i)—An employee who is in a grade of pay in the Mines from 31-12-1967 or before will be eligible for placement in the available higher scale of pay in the non-executive wage structure.

(ii)—For the purpose of counting the length of service in cases of those whose scales were merged into one scale (for example, the scales of Rs.156-221/and Rs.168-290/- from 1-9-1970), the date of entry into the lower grade would be considered.

3.2 Agreed that cases of those employees, who had joined new posts on the scale after losing their seniority on transfer, selection of their own request will be discussed separately and finalised within one month.

3.3 The eligible employees as per the scheme will be placed in next available higher scale, provided they are suitable in terms of the rules applicable for promotion.

3.4—The higher scale will be treated as personal to them and the sanctioned/approved scale of the posts will continue to be as hitherto.

9. The contention of the workman is that he is entitled to the benefit claimed as per Clause 3.1(i) which means that an employee who is in grade of pay in the mines on 31-12-1967 or before will be eligible for placement in the available higher scale of pay in the non-executive grade structure. Clause 3.1(ii) is about counting of length of service. Clause 3.2 clearly states that it is agreed that the case of those employees who joined new post on the scale after losing their seniority on transfer/selection of their own request will be discussed separately and finalised within one month. Therefore from this it is crystal clear that Clause 3.1(i) was not for those persons who had joined on the next post on the scale after losing their seniority on transfer.

10. In view of this situation second settlement was arrived at between the parties on 21-2-1979 (Ex.M/5), relevant terms of which are reproduced below :-

1. Agreed that the benefit of one-time promotion to the next higher grade under SLAS as per settlement dated 11-5-78 would be extended in

the cases of horizontal movement in the designation/transfer/appointment on selection, also to the workmen who are seniormost in their respective L.O.P's.

2. Agreed that in the cases where the workmen concerned are not seniormost in the LOP seniority, such workmen shall be allowed monetary-benefit equivalent to that of the SLAS, had they been given promotion to the next higher grade, as personal pay, subject to adjustment at the time of promotion/upgradation of the scales in future.
3. Agreed that the workmen as at Clause-2, if they become seniormost in LOP Seniority in future, will be allowed the next grade as at clause-1 and fixation of pay shall be done as provided in SLAS and personal pay shall cease to exist.
4. The benefits mentioned in 1 and 2 above will be allowed w.e.f. 1-1-79. However person covered by Clause (1) will be given notional fixation w.e.f. 31-12-77. There will be no other recalculation of payment of arrears on any other count like O.T. Incentive & Mining Allowance etc.

This means that as per the settlement the benefit of one time promotion to next higher grade as per the settlement dated 11-5-78 was to be extended in the cases of horizontal movement/transfer to only seniormost persons in their respective LOPs and those who were not senior were only to be given monetary benefits as if they have been promoted to next higher grade, and when they become senior most they will be allowed the next grade and their personal pay will cease to exist. Furthermore, the benefits of Cls.(1)and(2) were allowed with effect from 1-1-1979. This further strengthen the view I have taken that in view of the settlement dated 21-2-79 Cl.3.1(i) of settlement dated 11-5-78(Ex.M/4) does not apply in the case of the present workman. Ex.M/9 the seniority list dated 30-11-79 goes to show that the workman Shri D.P. Sandal's seniority was at serial No.20(admitted document). Therefore he cannot be said to be seniormost. As such, if the workman was granted only personal pay vide Ex.M/6 with effect from 1-1-1979 it cannot be said that the management is not justified. These settlements are binding on the workman as has been laid down in the cases of Bata Shoe Co.(P) Ltd. Vs. D.N. Ganguly (1961-I-LLJ 303 SC) and Jaswant Singh Vs. Union of India (1979-II-LLJ 371 SC).

11. On behalf of the management it has been further contended that the workman did not challenge his seniority for such a long time and offered no satisfactory explanation for the delay. Therefore he cannot do so now nearly after 12 years. This contention finds support from the cases of Daya Ram Ashanand Goswamy Vs. State of Maharashtra 1984(3)

SCC 37) and Delhi Veterinary Association Vs. Union [1984(3) SCC p.1].

12. The workman has not placed any document or evidence which may support his contention. For the reasons discussed above I find that action of the management is justified. hence I answer the reference as under :—

That the management of Bhilai Steel Plant are justified in not allowing Shri D.P. Sandal, Store Clerk, at Nandini Mines the benefit of higher scale of pay with effect from 31.12.1977 in terms of Clause 3.1(i) of the Tripartite Settlement dated 11.5.78. Workman is, therefore, not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-29011/88/-83-D.III(B)]

का.आ. 2459.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) का धारा 17 के अनुसार में, केन्द्रीय मरकार, बैस्टर्न कॉलेजम नि., आकाश धनपुरी, जिला शाहडोल (म.प्र.) के भौदागपुर थोक की धनपुरी ओपन कास्ट माइन्स के प्रबंधनमें सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय मरकार औद्योगिक अधिकारण, जबलपुर के पक्षाट को प्रकाशित करती है. जो केन्द्रीय मरकार को 18-8-87 को प्राप्त हुआ था।

S.O. 2459.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dhanpuri Open Cast Mines of Sohagpur Area of Western Coalfields Limited, P.O. Dhanpuri, Distt. Shahdol (M.P.) and their workmen, which was received by the Central Government on the 18-8-1987.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT.

JABALPUR (M.P.)

Case No. CGIT/LC(R)(61) of 1986.

PARTIES :

Employers in relation to the management of Dhanpuri Open Cast Mines of Sohagpur Area of Western Coalfields Limited, P.O. Dhanpuri, District Shahdol (M.P.) and their workman, Shri Srikant Shukla, General Mazdoor, represented through the Rashtriya Koyal Khadan Mazdoor Sangh (INTUC), P.O. Dhanpuri, Distt. Shahdol (M.P.).

APPEARANCES :

For Workman : Shri S.K. Rao, Advocate.
For Management : Shri P.S. Nair, Advocate.

INDUSTRY : Coal Mine

DISTRICT : Shahdol (M.P.)

AWARD

Dated : August 11, 1987

The Central Government in the Ministry of Labour has referred the following dispute for adjudication vide Notification No. L-22012(77)/85-D.V. dated 21st July, 1986 :

“Whether the dismissal of Shri Srikant Shukla, General Mazdoor of Dhanpuri Open Cast Mines with effect from 24.9.84 by the General Manager, Sohagpur Area of Western Coalfields Limited, P.O. Dhanpuri, Distt. Shahdol Vide letter No. WCL/GM/SGP/Secy-3/84/430 dated 24.9.84 is justified ? If not, to what relief the workman is entitled ?”

2. Non-controversial facts of the case are that Shri Srikant Shukla, General Mazdoor, was working as Cat.I Mazdoor in Dhanpuri Open Cast Mines. He was issued a charge-sheet on 1.5.1984 on the allegation that while he was on duty in the general shift on 30.4.1984 he left the place of work without any information or permission from his superior at about 4.30 p.m. and went to the residence of Shri H.K. Jha, Executive Engineer (Excavation) and committed certain acts of misconduct which amounted to major misconduct under the Standing Orders applicable to him i.e.—

- 17(i)(a) —Drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty at the place of work.
- 17(i)(p) —Leaving work without permission or sufficient reason.
- 17(i)(q) Any breach of the Mines Act, 1952, or any other Act, or any rules, regulations or bye laws thereunder, or any standing orders.
- 17(i)(r) —Threatening, abusing or assaulting any superior or co-worker.
- 17(i)(t) —Preaching of or inciting to violence.

This charge-sheet was issued on the basis of complaint dated 30.4.1984 received from Shri S.K. Jha, Executive Engineer (Excavation). Shri Shukla denied the charges. The management decided to hold domestic enquiry against him and appointed Shri S.N. Shukla, Senior Personnel Officer as Enquiry Officer. Later on in his place Shri D.S. Goswamy was appointed as Enquiry Officer. Shri H.N. Pandey, Executive Engineer, was appointed as Presenting Officer and workman obtained the services of Shri D.L. Agarwal. Shri D.S. Goswamy conducted the enquiry and submitted his report on 1.9.1984 finding that the charges levelled against the workman are proved. The competent authority thereafter punished the workman with removal of service vide his order dated 24.9.1984, hence this reference after failure of conciliation report.

3. The case of the management is that on the request of the workman the enquiry was adjourned from 5th July 1984 to 9th July 1984. On that date his co-worker Shri D.L. Agarwal was on leave. Therefore the enquiry was conducted in presence of the workman and his co-worker and was concluded on 12.7.1984. The Enquiry Officer held the enquiry in proper and legal manner and the workman was given a reasonable opportunity to cross-examine the prosecution witnesses and adduce his defence. The punishment awarded to the workman is appropriate. However, if this Tribunal holds the enquiry improper the management be given an opportunity to prove misconduct before this Tribunal.

4. On the other hand, workman has challenged the legality and propriety of the domestic enquiry. According to him, the enquiry was hurried and he was not afforded reasonable opportunity to defend himself. He had not committed any misconduct. The finding of the Enquiry Officer is perverse and is liable to be set aside.

5. The workman has challenged the enquiry on various grounds but in his written and oral arguments before me he has only pressed a few which I will take up while deciding the preliminary issues.

6. I framed the following issues and treated Issue No. 1, 2 and 3 as preliminary issues. My findings with reasons on these issues are as under :—

ISSUES

1. Whether the enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination of the workman is justified on facts of the case ?
5. Relief and costs ?

FINDINGS WITH REASONS

7. Issue Nos. 1, 2 & 3 :—The main objection of the workman is that according to the management story as brought out during domestic enquiry is that the workman went to the house of Shri H.K. Jha and threatened and abused his wife. She telephoned her husband on the basis of which Shri H.K. Jha lodged a written report which led to the domestic enquiry. Neither the wife of Shri H.K. Jha has been examined nor the fact that she had telephoned to her husband was mentioned in the charge-sheet. As such firstly the charges are vague and secondly he has been deprived of his right of cross-examination in violation of principle of natural justice. As for the charges being vague, I find that the charge-sheet mentions the

fact that the workman had threatened his wife in the language reproduced in Hindi—

“AAP SAHAB KO SAMJHA DEEJIYE VE
JYADA STRICT NA BANE ANYATHA HAM
LOG BAHUT KHARAB ADMI HAI HAM
UNKO BARBAD KAR DENGE.”

Therefore whether she informed her husband telephonically or by any other mode is not a material fact in as much as to say that the charge is vague.

8. It is true that Mrs. Jha was neither produced as a witness nor she lodged any written complaint. Firstly in this regard judicial notice can be taken of the fact that a stigma is attached in dragging ladies into such situations when they have to appear in Police Station, Court or Court of Inquiry. In the circumstances, if she did not lodge the report or appear as a witness to save herself from harrassment and disgrace which may entail, no adverse inference can be drawn against it. As such there is no violation principle of natural justice. Secondly it is pertinent to note the charges are regarding the drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty, leaving place of work without permission and threatening, abusing or assaulting any superior or co-worker etc.

9. In this regard, management has examined five of the neighbouring officers who witnessed the incident viz. Shri S.N. Adhikari, Engineer, Shri B.K. Pande, Under Manager, Shri P.C. Khare, Executive Engineer and Shri A.K. Verma, Engineer (E & M) and Shri Vyas, Foreman, in whose presence the workman continued shouting, threatening and indulging in riotous behaviour and who persuaded the workman to leave the place. It is true that these witnesses have stated that they did not hear the talk of the workman with Mrs. Jha because she had already closed the door when they had reached. In this connection, it is material to note the following findings :—

“Taking a rational view of the evidence adduced in support of the charges and against it, it is clear that the management has proved the charges levelled against Shri Shrikant Shukla (AW) that on 30/4/84, he left the place of work without authority during the office hours i.e. at around 3.30 PM and is responsible for an indecent and disorderly behaviour in front of the residence of Shri H.K. Jha, Engineer(Excv.), Dhanpuri DCM beyond any reasonable doubt. The management's evidence supported by witnesses overwhelmingly contradict the accused workers plea of being present at the place of work continuously.”

These findings of the Enquiry Officer disclose that the charge found proved were about the behaviour of the workman leaving the place of his work during office hours and his disorderly behaviour etc. in front of the

house of Shri H.K. Jha so it cannot be said that the Enquiry Officer in any way placed reliance on the statement of Mrs. Jha. Therefore it cannot be said that any prejudice has been caused to the workman because neither Mrs. Jha has been examined nor her statement has been relied on in support of the charge.

10. Next it has been contended that Shri H.K. Jha has admitted in his statement that he had given his statement after going through his previous statement. In this regard, I am of the opinion that the statement of Mr. H.K. Jha is worthless as a piece of evidence. His statement was of the hear say nature and it has no evidentiary value. His report was not a material document. The findings of the Enquiry Officer are not based on his testimony or his report but on the testimony of the eye witnesses referred to above.

11. It has been contended that though the workman had demanded but he was not given the copy of the written report of Shri H.K. Jha. Record nowhere shows that the workman or his co-worker demanded the copy of the complaint. Secondly the written report of Shri H.K. Jha was not relied on by the management in the domestic enquiry. Shri H.K. Jha in his statement has simply stated that he had given his statement on the basis of his report and what his wife and the neighbours told him. This statement of his clearly goes to show that the nature of his evidence was not direct but only of hear say nature. As such his report if any was not material document in support of charge, so the non-supply of its copy to the workman did neither cause him any prejudice or nor hampered him in his defence.

12. On behalf of the workman, it has been pointed out that the matter was not reported to the police either by Mr. or Mrs. Jha. Therefore the enquiry proceedings were based on hear say evidence and principle of natural justice has been violated. This contention is devoid of any substance. It is not necessary that in every such case if the matter is not reported to the police its truthfulness becomes doubtful and domestic enquiry should be treated as based on hear say evidence. The findings of the enquiry officer is based on direct evidence of persons who had witnessed his absence from place of work and seen the incident. Therefore the enquiry or findings cannot said to be based on hear say evidence.

13. Learned Counsel for the workman contended that examination-in-chief of the witnesses were recorded one after another and then all of them were allowed to be cross-examined together. But on going through the record I do not find any such procedure being followed. Even if such a procedure was adopted it can hardly be said that it has caused any prejudice to the workman. In fact, it may have given him

additional advantage of hearing the examination in-chief of all witnesses before cross-examination. Therefore there is no question of any principle of natural justice having been violated.

14. Lastly, it has been contended that in fact this enquiry was started on 10-7-1984 and it was completed post-haste on 12-7-1984. This shows that the enquiry officer hurried up the matter and did not give workman ample opportunity to cross-examine the prosecution witnesses and adduced his defence. I have gone through the record and I find that allegation is devoid of any substance. The record does not disclose anywhere that the workman or his co-worker were denied full opportunity to cross-examine.

15. In the oral arguments before me learned Counsel for the workman had referred to order sheet dated 11.7.84 and contended that he had sought adjournment but he was refused the same and was granted same only till 3 p.m. On perusal of record in this regard I find that the allegation is not true. No such request was made or refused. It was with the consent of the parties that the case was adjourned from 10.30 a.m. to 3 p.m. on the same day. Parties appeared at the appointed time and proceeded with the case without any grumble. The enquiry is completed within three days with the full willingness of the parties and the workman was given full opportunity to cross-examine the prosecution witnesses and adduced his evidence. Simply because the enquiry is conducted expeditiously it cannot be inferred that the workman was not given an opportunity to fully cross-examine and adduce his defence. In other words the maxim "justice hurried is justice worried" does not apply in this case. In fact, in the case of dismissed workman, if the domestic enquiry is not expedited and is delayed the apt maxim would be "justice delayed is justice denied".

16. I have gone through the evidence of prosecution and defence on record and the findings of the Enquiry Officer and I am of the opinion that in no way it can said to be perverse.

17. For the reasons discussed above, I find that the enquiry is proper and legal. As for the punishment the proved facts against the workman are that during duty hours, he went to the bungalow of Shri Jha in his absence and behaved in disorderly manner and uttered sentences amounting to intimation against Shri Jha. Looking to this the conduct of the workman the punishment awarded cannot said to be improper, illegal or excessive. No other point has been urged before me orally or in written arguments.

18. In view of my above findings, there is no question to give an opportunity to the management to

lead evidence. I decide these issues accordingly and answer the reference as under :—

That the dismissal of Shri Srikant Shukla, General Mazdoor of Dhanpuri Open Cast Mines with effect from 24-9-1984 by the General Manager, Sohagpur Area of Western Coalfields Limited, P.O. Dhanpuri, District Shahdol vide letter No.WCL/GM/SGP/ Secy-3/84/430 dated 24-9-1984 is justified. The workman is not entitled to any relief. No order as to costs.

V.S. YADAV, Presiding Officer
[No. L-22012/77/85-D.V]

का.आ. 2460.—ओर्डोरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तरण में, केंद्रीय सरकार, मैसर्ट बने स्टेंचर कम्पनी लि., सेलम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्डोरिंग विवाद में ओर्डोरिंग अधिकारण, मद्रास के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 19-8-87 को प्राप्त हुआ था।

S.O. 2460.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Burn Standard Company Ltd. Salem and their workmen, which was received by the Central Government on the 19-8-87.

Before the Industrial Tribunal, Tamil Nadu, Madras
Monday, the 3rd day of August, 1987

Industrial Dispute No. 70 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of M/s. Burn Standard Company Limited, Salem.)

BETWEEN

Thiru R. Kuppan,
S/o Sh. Ramasami, Thathiengarpatti P.O.,
Thekkampatti, Omallur Taluk,
Salem District.

AND

The Area General Manager,
M/s. Burn Standard Co. Ltd.,
Salem-636 005. (Tamil Nadu).

REFERENCE: Order No. L-27012/3/84-D.-III(B),
dated 21-8-1984 of the Ministry of
Labour and Rehabilitation, Department of Labour, Government of
India, New Delhi.

This dispute coming on for final hearing on Tuesday, the 21st day of July, 1987 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru R. Arumugam for Thiruvalargal

Aiyar and Dolia, Advocates appearing for the workman and of Thiru T.S. Gopalan, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the management of M/s. Burn Standard Company Limited, Salem arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-27012/3/84-D. III(B), dated 21-8-1984 of the Ministry of Labour and Rehabilitation for adjudication of the following issue:

Whether the penalty of dismissal from service with effect from 19-7-1982 imposed by the management of Messrs. Burn Standard Company Limited, Salem-5 on Shri R. Kuppan, a Bench Worker, Red Hills 'B' is commensurate with the alleged misconduct of dipping a dirty shirt in a drum containing drinking water thereby polluting the drinking water ? If not, to what relief is the workman concerned entitled ?

(2) It is stated in the claim statement that the Petitioner was working as a Bench Work in the Red Hills Department of M/s. Standard Burn & Co., Ltd., Salem from 10-3-1973. He was dismissed from service on 19-7-1982 on an alleged charge that he dipped his shirt in a drum containing drinking water. The Petitioner contends that the enquiry conducted was a farce and he was not given a reasonable opportunity to put forth his defence. The findings of the Enquiry Officer were characterised as perverse. The Punishing Authority had not taken into account his unblemished service record in imposing the punishment of dismissal. at any rate, it is stated that the punishment imposed is harsh and disproportionate to the gravity of the misconduct committed. Hence it is prayed that the Petitioner may be reinstated with full back wages, continuity of service and other attendant benefits.

(3) In the counter statement filed by the Respondent-Management, it is stated that it has a factory where it manufactures Magnesite Refractories. It also runs three mines where the raw magnesite is extracted. Each mine is divided into different sections and in each section different gangs of workmen of about 75 numbers are employed to work under the supervision of the Mate/Mastry. Section 19 of the Mines Act requires that effective arrangement shall be made to provide and maintain at suitable points sufficient supply of wholesome drinking water for all persons employed therein. Rule 30 of the Mines Rules also requires that every person employed should be supplied with the minimum quantity of 2 litres of drinking water. The Management-Company in

compliance with this has a water tank with a storage capacity of 18,000 litres and water is supplied by a pipe line through the water taps provided at various points. As an emergency measure, where there is break-down of motor or disruption of power supply, drinking water is supplied through lorries and stored in water drums located at various points. Each drum is painted with the words "drinking water" and a mug is also provided. On 17-5-1982, as the water pump was not working, water was filled in the drums located at various points including the workspot where the Petitioner and other workmen of his gang were employed. The Petitioner belongs to a forward community and there are a number of workmen belonging to Scheduled Caste and Scheduled Tribes. It is alleged that about 3.00 p.m. on 17-5-1982 when some workmen had collected near the drum containing the drinking water the Petitioner appeared on the scene and removed his soiled shirt he was wearing and dipped in the drinking water kept in the drum. The other workmen gave a complaint against the Petitioner for having polluted the drinking water. The charge sheet dated 19-5-1982 was issued to the Petitioner to which he did not give any explanation. Subsequently a domestic enquiry was conducted and on the basis of the findings of the Enquiry Officer, a show cause notice was issued to him on 9-7-1982 why he should not be dismissed from service. The Petitioner had given a reply to this notice on 12-7-1982. Taking into account the gravity of the misconduct committed and the blemished past record of service he was dismissed from service. The enquiry was conducted in a fair and proper manner and the order of dismissal fully justified. The reinstatement of the Petitioner would create fresh hostilities between him and the other workmen belonging to Scheduled Castes and Scheduled Tribes leading to labour unrest. Hence the claim petition must be rejected.

(4) The point for consideration is as contained in the reference.

(5) No oral evidence was adduced on either side. Exs. M-1 to M-29 were marked by consent.

(6) At the outset itself, it is pointed out that the order of reference confines only to the question of the justification of the punishment of dismissal imposed and whether it is commensurate with the misconduct committed by the workman. In other words, it is a truncated reference wherein the Tribunal is called upon under Section 11-A of the Industrial Disputes Act only to decide upon the severity of the punishment imposed, and precluded from considering whether the enquiry was conducted in a fair and proper manner or reappraising the evidence to ascertain whether the Petitioner was guilty of misconduct as complained or whether the findings of the Enquiry Officer were perverse. As the learned counsel for the Petitioner

had not chosen to question the validity of the reference before an appropriate forum, the adjudication is confined to the reference as made namely whether the penalty of dismissal is justified on the alleged misconduct committed by the Petitioner.

(7) To briefly outlined the facts leading to the reference, the Petitioner was working in one of the gangs employed in the Respondent-Mine which would consist of about 75 workmen under the supervision of a Maistry. As required by the Mines Act and Rules, the Management had provided drinking water which was normally supplied through pipes. However, in case of disruption of power supply or breakdown of the motor or pump, water is supplied through lorries and stored it in drums at various points. These drums were meant for storing of drinking water for the workmen concerned. It is alleged that on 17-5-1982, as the water pump was not working, water was filled in drums, for purpose of drinking. About 3.00 P.M. on 17-5-82 some workmen belonging to the gang in which the Petitioner was employed had collected near the drum containing the drinking water for purpose of utilising the same. At that time, the Petitioner had appeared on the scene and removed his soiled shirt he was wearing and dipped it in the drinking water kept in the drum. This infuriated the co-workers who made a complaint, on the basis of which, disciplinary action was initiated against the Petitioner. In this context, it may be mentioned that the Petitioner belonged to the forward community and many of his fellow workmen who had made the complaint belonged to the Schedule Castes and Scheduled Tribes. On the basis of the complaint, a charge sheet marked as Ex-M-2 dated 19-5-1982 was issued to the Petitioner workman, to which he did not offer any explanation. Thereafter, an enquiry was conducted in which the Petitioner had fully participated. The Enquiry Officer had found him guilty of the charge levelled and held that it amounts to major misdemeanour under clause 32(2)(I) and (v) of the Standing Orders of the Company applicable to the Petitioner marked as Ex.M-29. Clause 32(2)(I) reads as follows :

"Commission of any subversive of good behaviour or of the discipline."

Clause 32(2)(v) is in the following terms:

"Conduct within the Mines which is likely to endanger the safety of life or property of any person."

Accepting the findings of the Enquiry Officer, a notice of proposed punishment of dismissal marked as Ex.M-5 dated 9-7-1982 was issued to the Petitioner. In the reply to the notice marked as Ex.M-6 dated 12-7-1982 the Petitioner had admitted having dipped his dirty shirt in the drinking water drum, but had given a lame excuse that he had committed the act

without knowledge that it was drinking water. He had further assured the Management that he would not repeat such misconduct in future and had committed the act without any *mala-fide* intention. The Punishing Authority in the order of dismissal marked as Ex.M-7 dated 16-7-1982 taking into account the gravity of the misconduct and the unsatisfactory past record of service, imposed the punishment of dismissal with effect from 19-7-1982.

8. The only question that has to be considered is whether the proved misconduct of the Petitioner justifies the order of dismissal imposed and whether it warrants *interference* under Section 11-A of the Industrial Disputes Act, 1947. There can be no doubt that the Petitioner had committed a major misdemeanour under the Standing Order having dipped his dirty shirt in the drum containing drinking water and polluting the same. Such an act is not only subversive of discipline but also detriment to the hygiene and health of the workmen. However, it is pleaded on behalf of the workman that the act was committed in a momentary fit of indiscretion and it was not pre-planned and pre-meditated. The Petitioner himself in his explanation marked as Ex.M-6 dated 12-7-1982 had admitted his fault and stated that he had not intentionally committed the act with any *mala fide* motive. The Petitioner had put in nearly 15 years of service and has about 18 years of service left. His last drawn pay as disclosed by the memo filed by the Respondent was Rs. 545-22p.

9. Taking the peculiar circumstances of the case in my view, the punishment of dismissal is harsh and disproportionate to the gravity of the misconduct committed. However, the Petitioner will not be entitled to reinstatement in service as rightly pointed out by the learned counsel for the Respondent it would lead to further friction among the workmen and labour unrest. In the circumstances, the order of dismissal is held unjustified and set aside and the Management is directed to pay a sum of Rs.55,000/- as compensation in lieu of reinstatement which would tantamount to approximately eight years wages of the last drawn salary of the Petitioner. The compensation would be exclusive of provident fund, gratuity and other legal dues payable to the Petitioner and the Management is directed to be of an assistance to the Petitioner in securing maximum relief under the Income Tax Act and Rules in respect of the compensation awarded. It is further directed that the compensation awarded shall be paid on or before 1-10-1987, failing which it shall carry interest at 12% from the date of publication of the award till date of realisation. The Petitioner is not entitled to any other relief. Award passed accordingly. There will be no order as to costs.

Dated, this 3rd day of August, 1987.

FYZEE MAHMOOD Presiding Officer
WITNESSES EXAMINED

For both sides: None.

DOCUMENTS MARKED

For workman: Nil.

For Management

Ex.M-1/17-5-82	Complaint against the workman. (Xerox copy)
Ex.M-2/19-5-82	Charge-sheet issued to the workman. (Xerox copy)
Ex.M-2/16-6-82	Enquiry proceeding (Xerox copy)
Ex.M-4/1-7-82	Finding of the Enquiry Officer. (Xerox copy)
Ex.M-5/9-7-82	Show cause notice issued to the workman. (xerox copy)
Ex.M-6/12/7-82	Reply by workman. (xerox copy.)
Ex.M-7/16-7-82	Dismissal Order (Xerox copy)
Ex.M-8/16-12-82	Letter from Assistant Labour Commissioner, Madrat enclosing a copy of 2-A Petition filed by the petitionr. (Xerox copy).
Ex.M-9/23/12-82	Reply statement filed by Management.(xerox copy)
Ex.M-10	Conciliation failur e report. (xerox copy.)
Ex. M-11/22-6-84	Communication from Head Office to Management enclosing copy of letter from Minister of Industry (Xerox copy)
Ex.M-12/26-6-84	Comments submitted by Management. (Xerox copy)
Ex.M-13/8-8-74	Charge sheet to workman on his act of insubordination. (xerox copy)
Ex.M-14/2-9-84	Crder of suspension issued to workman. (xerox copy)
Ex.M-15/25-8-75	Charge sheet to workman on his irregular attendance. (xerox copy)
Ex.M-16/26-8-75	Suspension order issued to the workman. (xerox copy)
Ex.M-17/11-10-76	Memo to the workman on his unauthorised absence. (xerox copy)
Ex.M-18/11-10-76	Suspension order issued to the workman. (xerox copy)
Ex.M-19/24-6-77	Memo to the workman on his unauthorised absence. (xerox copy)
Ex.M-20/23-7-77	Order of suspension issued to the workman. (xerox copy).
Ex.-M23/7-8-77	Memo to the workman on his disorderly behaviour. (xerox copy)
Ex.M-22/29-7-77	Suspension order issued to the workman. (xero copy)

Ex-M-23/30-1-78 Memo to the workman on his absence from work. (xerox copy)

Ex.M-24/6-4-78 Warning letter to the workman. (xerox copy)

Ex.M-25 Memo to the workman on his low production (Xerox copy).

Ex.M-26/21-5-81 Memo to the workman on his irregular attendance. (xerox copy)

Ex.-M-27/23-9-81 Memo to the workman on his disorderly behaviour. (xerox copy)

Ex.M-28/29-9-81 Suspension order issued to the workman. (Xerox copy)

Ex.M-29 Certified Standing Orders. (Printed book).

FYZEE MAHMOOD, Industrial Tribunal

[No.L-27012/3/84-D.-III (B)]

नई दिल्ली, 3 सितम्बर, 1987

का.पा. 2461.—ओर्डोरिंग विवाद प्रधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक ऑफ महाराष्ट्र के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार और्डोरिंग प्रधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-87 को प्राप्त हुआ था।

New Delhi, the 3rd September, 1987

S.O. 2461 :—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 18th August, 1987.

BEFORE SHRI M.K. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. ID 21/87, Complaint: 1987.

PARTIES:

Employers in relation to the management of Bank of Maharashtra.

AND

Their workman: Kapil Dev Chadha.

APPEARANCES:

For the workman: Shri M.P. Oberoi.
For the management: Shri Uppal.

ORDER

Dated 7-8-1987

This order will decide a complaint made by the workman about his transfer made during the pendency

of the present reference. The facts relevant are that at the request of the workman vide notification No. L-12012/244/86-D.-II(A) dated 16th April 1987 the following dispute was referred to this tribunal for decision:

“Whether the action of the management of Bank of Maharashtra in relation to their Chandigarh Branch in not treating the period of temporary service of Shri Kapil Dev Chadha, Clerk, w.e.f 26-12-1974 as part of his probation period on his regular employment from 10-11-1975 is justified? If not, to what relief the concerned workman is entitled?”

2. Parties were called upon to appear for 3-6-87 and thereafter proceedings were adjourned from one date to another. Workman alleged that vide order dated 4-7-1987 he has been transferred to Faridabad Branch in order to punish him in violation to the rules and principles contained in Section 36 of the Industrial Disputes Act, 1947.

3. The management in their reply alleged that workman was offered posting as Special Asstt. at Faridabad on 5-12-1980. That workman accepted the said offer on 10-12-1980. That order posting workman to Faridabad were issued on 20-12-1980. That workman was not relieved from Chandigarh Branch due to administrative exigencies. That his presence was considered necessary by management for the purpose of number of cases filed in the civil court by the Bank where he was required to give evidence. It was considered undesirable to call him back each time from Faridabad to Chandigarh. So he was retained at Chandigarh. That the need at Chandigarh had minimised so workman has been transferred.

4. I have gone through the file and heared the parties. Management has placed on the file photostat copy of the offer dated 5-12-1980 and the acceptance of the offer dated 10-12-80 by the workman and also copy of the transfer order dated 20-12-1980. I am of the view that action of the management appear, to be malafide At this stage the management has not placed on the file any document to show as to what the need was and on whose report the workman was ordered to kept at Chandigarh from 20-12-1980 to 31-10-1984. On the file there is only a document dated 31-10-1984 that workman be retained at Chandigarh branch till further instructions. Why this direction was issued and what was the actual office noting are not there on the file. There is no office copy placed on the file to show that the need has minimised at present. So there is no evidence on the record to show that the action of the management was bonafide. The present order were issued just before 14-7-1987 date fixed for filing the reply by the management.

5. In view of the above I am of the view that transfer of the workman is malafide and he is ordered to be transferred back at Chandigarh within 15 days from today.

M.K. BANSAL, Presiding Officer
[No. L-12012/244/86-D-II(A)]

Announced.

Chandigarh. 7-8-1987.

का.पा. 2462.—ओर्डोरिंग विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और आफ ईडिया के प्रबंधनत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार और्डोरिंग प्रधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-57 को प्राप्त हुआ था।

S.O. 2462 :—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure in the industrial dispute between the employers in relation to the New Bank of India and their workmen, which was received by the Central Government on the 18th August, 1987

BEFORE SHRI M.K. BANSAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

I.D. No. 20/86

PARTIES

Employers in relation to the Management of New Bank of India

AND

The Workman Sh. Shanti Sarup

APPEARANCES

For the Workman: Sh. P.S. Premi.

For the Management: Sh. Ashok Jagga.

INDUSTRY: Banking STATE: Punjab

AWARD

Dated the 6th August, 1987

Vide Central Govt. Gaz. the Notification No. 12012/11/85-D-4 (a) dated 20-1-1986, the following dispute under Section 10(1)(d) of the Industrial Disputes Act between Workman Shanti Sarup and New Bank of India was referred to this Tribunal for decision.

Which is as under:

“Whether the action of the Management of New Bank of India, Talwara Township Branch in terminating the employment of Shri Shanti Sarup, former peon is justified? If not to what relief is the workman concerned entitled?”.

In this letter there were no address of the workman given. Workman was to be informed through P.S. Premi, General Secretary INTUC Pakka Bagh Jalandhar. Somebody appeared for the workman on 13-3-1986. Thereafter none appeared for him. Summon issued by Regd Post were received by Premi on 2-6-86 but failed to produce any result i.e. none appeared for the workman. Thereafter also notices were sent to the workman for his appearance for 3-1-87, 20-2-87, 20-3-87, 23-4-87, 26-5-87, 3-7-87 and 6-8-87 none appeared for him. Even no statement of claim has been filed on behalf of workman, so it appears that workmen is not interested to prosecute the present reference, so same is answered against him for want of prosecution.

Chandigarh, M.K. BANSAL, Presiding Officer
6-8-1987 [No. L-12012/11/85-D-IV(A)]
N.K. VERMA, Desk Officer

नई दिल्ली, 1 सितम्बर, 1987

का.पा. 2463.—ओर्डोरिंग विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विहाल फैक्ट्री जबलपुर के प्रबंधनत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार और्डोरिंग प्रधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-87 को प्राप्त हुआ था।

Now Delhi, the 1st September, 1987

S.O. 2463—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Vehicle Factory, Jabalpur and their workmen, which was received by the Central Government on the 17-8-87.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(46) of 1986

PARTIES

Employers in relation to the management of Vehicle Factory, Jabalpur (M.P.) and their workman, Shri Mukundilal, Labour 'B' S/o Shri Ramdas Patel, Village Bandhi, P.O. Sonepur, P.S. Panagar, Teh. & Distt. Jabalpur (M.P.)

APPEARANCES

For Workman S/Shri B.N. Prasad and G.R. Kachwaha, Advocate.

For Management Shri A.K. Chaube, Advocate.

INDUSTRY: DISTRICT:
Vehicle Factory Jabalpur (M.P.)

AWARD

Dated 7-8-1987

This is a reference made by the Central Government in the Ministry of Labour by Notification No. L-14012(3)/85-D.II(B) dated 2-4-1986 for adjudication of the following dispute:

"Whether the action of the management of Vehicle Factory, Jabalpur (M.P.) in removing Sh. Mukundilal, Labour 'B' from service with effect from 22-12-75 is justified? If not, to what relief the workman concerned is entitled to?"

2. Non-controversial facts of the case are that the workman was employed as Labour 'B' Group of the Vehicle Factory, Jabalpur. On a private allegation of theft of the cycle alleged to be the property of one Latore Lal the workman, Shri Mukundilal was suspended with effect from 23-1-1975(FN) (P/1). The case was handed over to the police and consequently police put up a challan in the Court of Shri S.N. Dixit, Magistrate First Class (Judicial) Jabalpur. A criminal case No. 81/75 was registered and the workman was put to trial. However, after full trial the workman was acquitted vide judgment dated 24th March, 1979 (P/3).

3. At the same time management initiated the domestic enquiry against the workman. The Enquiry Officer, Shri D. Ramesh Kumar conducted the domestic enquiry and found both the charges proved i.e. gross misconduct, unbecoming of government servant, theft of private property and attempt to suppress the evidence (by changing the parts and frame of the cycle) (Ex. M/4). On basis of this report General Manager vide its order dated 22nd December, 1975 imposed the penalty of removal from service with effect from that date (Ex. M/1).

4. It is also not disputed that the applicant workman had filed an application for computation of monetary benefits in this regard under Sec. 33-C(2) of the I.D. Act which was rejected by this Labour Court vide order dated 31-8-1984 (P/5). The workman had also moved the Hon'ble High Court in writ and the matter has since now been transferred to Central Administrative Tribunal and pending before them.

5. The case of the workman further is that after acquittal he made representation to be reinstated but without any result. He therefore raised an industrial dispute before the Asstt. Labour Commissioner (Central) Jabalpur vide application dated 3-9-1984. Conciliation failed and the Conciliation Officer submitted his failure report dated 15-2-1985 (P/6) as a result of which the above reference has been made by the Central Government.

6. As far as the writ petition pending in the Central Administrative Tribunal is concerned his plea is that he has applied vide application (P/9) to keep the same pending till the decision of this case and it has been stayed.

7. The workman has challenged the domestic enquiry on the ground of his acquittal, principles of natural justice and as being unfair, arbitrary and unlawful and without giving him reasonable opportunity of defence. He claimed that he was falsely implicated. Therefore he is entitled to be reinstated with full back wages and all ancillary reliefs.

8. The plea of the management is that domestic enquiry was held as per Central Civil Services (Classification Control and Appeal) Rules 1965 (hereinafter referred to as CCS (CCA) Rules). Therefore it does not come under the purview of the Industrial Disputes Act. The workman has also not obtained the remedy of appeal. The application for conciliation was submitted after 10 years. Therefore it suffers from delay and laches. The writ is still pending. Therefore the applicant cannot resort to these proceedings at the same time.

9. I framed the following issues and treated Issue Nos. 1 to 3 as preliminary which with my reasons and findings are as under:—

ISSUES

1. Whether the enquiry is proper and legal?
2. Whether the punishment awarded is proper and legal?
3. Whether the management is entitled to lead evidence before this Tribunal?
4. Whether the termination of the workman is justified on facts of the case?
5. Relief and costs?

FINDINGS WITH REASONS:

10. Issue Nos. 1, 2 & 3.—I will first dispose of the legal objections raised by the management. The earlier proceedings were under Sec. 33-C(2) of the I.D. Act which were rejected by this Court. Therefore it will not operate res judicata against these proceedings. The workman has filed a copy of application (P/9) in which he has prayed that M.P. No. 3626/85 pending before C.A.T. be stayed pending decision of this Tribunal. This fact has not been refuted by counter application or pleadings. Therefore there is no bar to answer this reference.

11. It is now well settled that if there is an industrial dispute of a workman against an industry whether the person governed by the CCS (CCA) Rules this Tribunal is not debarred from deciding the reference. Learned Counsel for the management was unable to point out any law contrary to it.

12. The fact that the workman did not go up in appeal it does not in any way effect these proceedings. Similarly it is now well settled that there is no limitation for raising an industrial dispute and consequent conciliation and reference. However, this matter may be relevant for deciding the question of back wages.

13. The main objection of the workman is that firstly management could not have instituted criminal proceedings as well as the domestic enquiry; secondly the management should have awaited the result of the criminal proceedings before removing him from service; and thirdly in any case the management should have reinstated him after his honourable acquittal.

14. No doubt it is true that the criminal proceedings and the domestic enquiry were based on the same facts and allegations and charges i.e. theft of a cycle of Shri Latore Lal and changing its parts and the frame. In support of his contention the workman has relied on a decision dated 27-9-1985 in the case of Shiv Kumar Dube Vs. Union of India and three others passed by the Honourable High Court of Madhya Pradesh, Jabalpur, in M.P. No. 2754/83 wherein it was held that once there is a clean acquittal by the Criminal Court on merit it is not proper for the disciplinary tribunal to record a finding of guilt on identical facts and charges and to punish the government servant on that basis. In the instant case, facts are different. Therefore the above authority does not help the cause of the workman. In the case of S.K. Dube (supra) acquittal was earlier than the order of dismissal. In the instant case it is vice versa. Learned Counsel for the workman was unable to point out any other authority in which case facts were similar to this case.

15. As far the contention that the department should have kept the domestic enquiry pending, I have come across the following observation made in the case of Corporation of City Nagpur Vs. Ramchandra G. Modak and others (AIR 1935 SC p. 626):—

"The question whether or not the departmental inquiry pending against the employee involved in the criminal case should be continued even after his acquittal in criminal case is a matter which is to be decided by the department after considering the nature of the findings given by the criminal court. Normally where the accused is acquitted honourably and completely exonerated of the charges it is not expedient to continue a departmental inquiry on the very same charges or grounds or evidence. However merely because the accused is acquitted, the power of the authority concerned to continue the departmental

inquiry is not taken away nor its discretion in any way fettered."

Similar view was expressed in the case of Delhi Cloth Mill and General Mills Ltd. Vs. Kaushal Bhan (AIR 1960 SC 806). The present case before me is also of very simple nature. Therefore the employer cannot be blamed for the course adopted by him as has been held in the case of Kaushal Bhan (supra). In the case of R.P. Kapoor Vs. Union of India (AIR 1964 SC p. 787) also for not postponing the holding of domestic enquiry was not held to be illegal. Therefore none of the authorities cited above helps the case of the workman.

16. Next I will take up whether the domestic enquiry was held in accordance with the law, fairness, principle of natural justice etc. and he was given a reasonable opportunity of defence. I have gone through the enquiry papers and I find that the evidence in the domestic enquiry was commenced on 8-5-1985. On that date complainant Latori Lal and B.B. Sarkar were also examined. After examination-in-chief of workman, Latori Lal, workman stated that he has not brought the defence counsel so he will do the same in his presence. No doubt the same date Latori Lal was allowed to be re-examined and cross-examined by his co-worker Dayalu. But no such opportunity appears to have been offered in relation to Shri B.B. Sarkar though he was a witness of great value (Ex. M/s-Page 2) i.e. the confession of the accused dated 23-1-1975. This confessional document was prepared and the delinquent workman was made to sign it as is apparent from the statement of Jain Singh at page 6 of Ex. M/5. This impression record is neither on record or it appears to have been furnished to accused. At least it has not been furnished to this Tribunal though the record is said to be complete. Thus it is apparent that the workman was not given reasonable opportunity to defend himself, as has been commented by the learned Author Suranjan Chakravorty in his book 'On Law of Wrongful Dismissal' page 234 that the enquiry is bad and dismissal is liable to be set aside. As such it is against the principle of natural justice.

17. Next my attention has been drawn to the finding of the Enquiry Officer (Ex. M/4) which for the sake of convenience is being reproduced below:

"Charge No. 1:—

Gross Misconduct unbecoming of a Government servant theft of private property.

The above charge is proved against the individual as he in cross-examination fails to prove to the contrary, the substantial evidence as available against him by the Security supervisors Shri Surjeet Singh and Shri Shunker Singh.

The only argument he puts forward is that the accused and Shri Latorilal were friends, but he has no evidence to prove the same. Under these circumstances he is found guilty of the above charge.

Charge No. 2:—

Attempt to suppress evidence.

The fact that the individual changed the parts and the frame definitely proves beyond doubt that he attempted to suppress evidence which could have incriminated him.”

The above findings go to show that the Enquiry Officer took no pain or applied his mind to discuss relevant evidence of the management and he completely failed to consider the defence evidence of witnesses Chedi Lal, S.K. Dube and of the workman (Pages 8 to 10 of Ex. M/5). Findings further go to show that the Enquiry Officer only considered the statement of Surjit Singh and Shanker Singh which to my mind were not by themselves sufficient to prove the charges against the workman. Thus findings do not only appear to be improper but also perverse. In my above view I find support from the commentary of learned Author Suranjan Chakravorty on Law of Wrongful Dismissal, 6th Edn. 1980 at page 127 to the following effect:—

“The object of the enquiry is that the enquiring officer should properly and effectively discharge the duty of coming to a conclusion as to the guilt of the employee concerned which can properly be performed only by evaluation or assessment of the evidence.”

Similar view has been taken in the case of Khar-dah & Co. Ltd. Vs. Its Workmen given in the “Hand Book on Labour Laws with High Court References” written by Mukhyapadhyay and reported in AIR 1963 SC 709. It has been held that it is the duty of the Enquiry Officer to record clearly and precisely his conclusion and to indicate his reason for reaching the said conclusion. Such a failure constitutes a serious infirmity in the enquiry itself.

18. For the above reasons I hold that the domestic enquiry is neither proper nor legal and it has caused prejudice to the workman and it is against natural justice. It is, therefore, vitiated on the above score. I need not consider the question of punishment in view of the above findings.

19. The management has sought no opportunity to lead evidence before this Tribunal, therefore the management is not entitled to the same.

20. Once the enquiry is held to be vitiated and the management is not entitled to lead evidence before this Tribunal the normal rule is that the workman

is entitled to be reinstated with full back wages and all ancillary reliefs. The plea of the management in this regard is about the delay and laches on the part of the workman for raising the dispute nearly after nine years in a case of such serious charge. I agree with the management that there are delay and laches on the part of the workman which he has not been justified by placing record before this Tribunal. Therefore he is entitled to back wages only from the date he raised the industrial dispute before the Asstt. Labour Commissioner (Central) Jabalpur i.e. from 3-9-1984. Accordingly I answer this reference as under:—

That the action of the management of Vehicle Factory, Jabalpur (M.P.) in removing Sh. Mukundilal, Labour 'B' from service with effect from 22-12-75 is not justified. Therefore he is entitled to be reinstated with effect from the date of removal i.e. 22-12-1975 with continuity of service but he is only entitled to back wages from 3-9-1984. No order as to costs.

V.S. YADAV, Presiding Officer
[No. L-14012/3/35—D.II(B)]

मई दिनों, 3 दिसंबर, 1987

का.मा. 2184—ओमोगिरा विशाइ प्रवितिराम, 1947 (1947 का 14) को धारा 17 के अनुरूप में, केन्द्रीय सरकार भारतीय वार्षिक नियम (पी.ओ.) मद्रास के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मनारों के बीच, अनुबंध में विद्वित ओमोगिरा विशाइ में ओमोगिरा अधिकारण मद्रास के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-87 को प्राप्त हुया था।

New Delhi, the 3rd September, 1987

S. O. 2454—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India (P.O.) Madras and their workmen, which was received by the Central Government on the 17-8-87.

BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.L.,
PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, TAMIL NADU,
MADRAS

(Constituted by the Central Government)

Wednesday, the 29th day of July, 1987

Industrial Dispute No. 89 of 1985

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Food Corporation of India, Madras).

BETWEEN

The workman represented by
The General Secretary,
Madras Port United Labour Union,
'Bhagat House', 204, Prakasam Salai,
Broadway, Madras-8.

AND

The Joint Manager (PO),
Food Corporation of India,
Chennai House, Esplanade,
Madras-8.

REFERENCE:

Order No. L-42012(9)/85-D.V. dated 10-12-1985
of the Ministry of Labour, Government of India,
New Delhi.

This dispute after restoration coming on for final hearing on Monday, the 20th day of July, 1987 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru R. Ganesan, Advocate appearing for the workman and of Thiru P.B. Krishnamurthy, Advocate for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This dispute between the workman and the Management of Food Corporation of India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42012(9)/85-D.V., dated 10-12-1985 of the Ministry of Labour for adjudication of the following issue:

- (a) Whether the action of Food Corporation of India in relating to the establishment of Joint Manager (Port Operations) Food Corporation of India, Madras Port, Madras-680 108 in denying wages to Shri P. Dhanakoti, VCL No. 140 for the period of suspension from 31-2-1983 to 29-4-1983 is justified. If not, to what relief the workman concerned is entitled.
- (b) If the answer of (a) is affirmative then, whether the management is justified and legal in denying the subsistence allowance to the worker concerned for the period of his suspension from 31-3-1983 to 29-4-1983? If not, to what relief the workman is entitled?

(2) In the claim statement, it is submitted that workman Thiru P. Dhanakoti was employed in the Food Corporation of India, Port Operations, Madras. He was placed under suspension from 31-3-1983

pending enquiry into certain charges. Subsequently, the order of suspension was revoked from 30-4-1983 and the enquiry dropped. The workman claimed full wages for the period of suspension from 31-3-1983 to 29-4-1983. It is only after the dispute was raised that he was paid 50% of the wages due to him during the said period as subsistence allowance by an order 13-8-1985. The Petitioner prays that he is entitled to full wages for the above period, and the action of the Management in denying him the above wages is unjustified.

(3) In the counter statement filed by the Respondent, it is admitted that the workman Thiru P. Dhanakoti was placed under suspension for the period from 31-3-1983 to 29-4-1983 pending enquiry on certain allegations of misconduct. The suspension was revoked on 29-4-1983 on sympathetic consideration. The workman was also granted subsistence allowance for the period of suspension. As the workman had admitted the charges there was no necessity to hold an enquiry and he was issued with a warning and the suspension revoked with effect from 29-4-1983. The workman is not entitled to wages for the period of suspension but only subsistence allowance. Hence the claim petition has to be dismissed.

(4) No oral evidence was adduced on either side. Exs. W-1 to W-7 were marked on behalf of the Petitioner-workman and Ex. M-1 on behalf of the Respondent-Management.

(5) The reference was in the following terms: ,

- (a) Whether the action of Food Corporation of India in relating to the establishment of Joint Manager (Port Operations), Food Corporation of India, Madras Port, Madras-680108 in denying wages to Shri P. Dhanakoti, VCL No. 140 for the period of suspension from 31-2-1983 to 29-4-1983 is justified. If not, to what relief the workman concerned is entitled?
- (b) If the answer of (a) is affirmative then, whether the management is justified and legal in denying the subsistence allowance to the worker concerned for the period of his suspension from 31-3-1983 to 29-4-1983? If not, to what relief the workman is entitled?

As per the reference, the point to be now considered is whether the action of the Management in denying full wages to the concerned workman, namely, the Petitioner Thiru P. Dhanakoti for the period of suspension from 31-3-1983 to 29-4-1983 is justified or not and whether he is entitled only to the subsistence allowance for the period of suspension. In

this connection, it must be pointed out that the workman had been paid the subsistence allowance subsequent to raising of this dispute. Ex. W-6 is the order dated 13-8-1985, whereby sanction was accorded for the payment of subsistence allowance to the Petitioner for the period of suspension from 31-3-1983 to 29-4-1983 at 50% of his pay and allowances.

(6) The main contention of the Petitioner is that he is entitled to the full wages for the period of suspension. In this context, it would be necessary to briefly outline the facts which led to this reference. The Petitioner was employed as a VCL worker in the Food Corporation of India, Port Operations, Madras. He was placed under suspension pending enquiry into certain charges of misconduct levelled against him. Ex. W-1 was the suspension order dated 31-3-1983 which confirms that he was placed under suspension pending enquiry and further disciplinary action. Ex. W-2 dated 8-4-1983 was the reply sent by the Petitioner-workman denying the charges levelled against him. Subsequently, by an order dated 29-4-1983 marked as Ex. W-3, the suspension order issued to the Petitioner was revoked and the Petitioner was severely warned. Ex. W-3 reads as follows:

"The suspension order issued to Shri Dhanakoti, VCL 140 is hereby revoked with immediate effect on sympathetic consideration and he is also severely warned and informed that suitable disciplinary action would be initiated against him if he is not attending to his work properly in future."

This exhibit clearly indicates that the suspension imposed was not only revoked but the Petitioner was also issued with a warning for his conduct. It could be considered only as a punishment imposed on him. It is an irresistible inference that in view of the suspension being revoked by the order Ex. W-3, the proposed enquiry was also dropped. Thereafter, the Petitioner had submitted a written representation on 8-6-1983 to the Respondent-Management stating that as the suspension order had been revoked he may be paid salary for the period of suspension from 31-3-1983 to 29-4-1983 amounting to Rs. 950.50p. It is in respect of this, dispute was raised and Ex. W-5 is the copy of the conciliation failure report. At the time of the conciliation proceedings, sanction was accorded for payment of subsistence allowance to the Petitioner for the period of suspension from 31-3-1983 to 29-4-1983 as 50% of his pay and allowances as disclosed by Ex. W-6. The Petitioner had accepted the amount without prejudice to his claim under the dispute and Ex. W-7 is the letter sent by the Petitioner to the Respondent-Corporation in this regard.

(7) The only question that now subsists for adjudication is whether the Petitioner is entitled to full wages for the period from 31.3.1983 to 29.4.1983. It is manifest from Ex. W-3 that the suspension order issued to the Petitioner was revoked and the proposed enquiry proceedings dropped. Moreover, the Petitioner was also warned by way of punishment for the misconduct levelled against him on which he was earlier placed under suspension. Once the suspension is revoked and enquiry dropped, it naturally follows that the workman would be entitled to full wages for the period in question, namely, 31-3-1983 to 29-4-1983. In the instant case, the Respondent-Corporation had only paid him the subsistence allowance and denied him full wages for the above period. In this context, it would be relevant to extract Clause 23(4), (5) and (6) of the Standing Orders applicable to the workmen employed by the Respondent at Madras Harbour marked as Ex. M-1.

"23(4): No order of termination of employment by way of punishment for misconduct shall be made, unless the workmen is informed in writing of the alleged misconduct, and is given an opportunity to explain the circumstances alleged against him and an inquiry is held in consonance with the principles of Natural Justice, and is permitted to be assisted at the inquiry by a co-worker of his choice if he so desires. The approval of the Chief Officer of the Department in charge of Port operations at Madras will be required for this order.

23(5): An order of suspension pending inquiry into alleged misconduct shall be in writing and may take effect immediately on delivery to the workman. If on inquiry the workman is found guilty, the workman shall be deemed to have been absent from duty for the period of suspension, and shall not be entitled to any remuneration for the period of suspension. If, however the workman is found not guilty, he will be deemed to have been on duty during the period of suspension and shall be entitled to wages at the rate of minimum guaranteed wage per day fixed from time to time.

23(6): Where the period of suspension pending inquiry extends beyond seven days the workman belonging to the 'A' and 'B' Categories of workmen will be paid one half of the minimum daily guaranteed daily wage of time-rate wages per day, in force at the time for the day he continues under suspension beyond seven days."

A perusal of these clauses of the Standing Order clearly indicate that it is only if in pursuance of an order of suspension an enquiry is conducted and the workman is found guilty that he would be disentitled to receive remuneration for the period of suspension. In the instant case, the suspension order having been revoked and enquiry dropped on the charges levelled, the denial of the wages for the period of suspension which had been revoked and payment of only subsistence allowance would be clearly unjustified and in contravention of the Standing Order.

8. Accordingly, it is held that the Petitioner is entitled to full wages for the period from 31.3.1983 to 29.4.1983 and the Respondent-Corporation is directed to pay him the wages due to him for the said period deducting the subsistence allowance already paid. Award passed accordingly. No costs.

Dated, this 29th day of July, 1987.

WITNESSES EXAMINED

For both sides: None.

For workman:

Ex.W-1/31-3-83 - Suspension order issued to the workman.

Ex.W-2/8-4-83 - Copy of reply sent by the workman.

Ex.W-3/29-4-83 - Revocation of suspension order issued by the Management.

Ex.W-4/8-6-83 - Copy of letter from the workman to the Management.

Ex.W-5 - Conciliation failure report.

Ex.W-6/13-8-85 - Zerox copy of order issued by the Management.

Ex.W-7/23-9-85 - Copy of letter from the workman to the Management.

For Management

Ex.M-1 Standing Order for workmen employed at Madras Harbour.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-42012/9/85-D.-V/D.-II(B)]

का.प्रा. 2465.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार, सब डिवीजनल आफिसर, टेलीग्राफ, वर्षा के प्रबंधतत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-1987 को प्राप्त हुआ था :

S.O. 2465.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer, Telegraphs, Wardha and their workmen, which was received by the Central Government on the 17/8/87.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(41)/1984

PARTIES:

Employers in relation to the management of Sub-Divisional Officers, Telegraphs, Wardha and their workman, Shri Dhyaneswar Dashrath Sukhe, Mazdoor At Dudhala, P.O. Butibari, Tahsil Dist. Nagpur (M.S.)

APPEARANCES:

For workman Shri V.K. Sule

For management None

INDUSTRY: Telegraph DISTRICT: Wardha (M.S.)

AWARD

Dated: 7th August, 1987

By Notification No L-40012(9)/78-D-II (B) dated June 1984 the Central Government in the Ministry of Labour & Rehabilitation (Shram Aur Punarwas Mantralaya) Department of Labour referred the following dispute to this Tribunal, for adjudication:—

“Whether the Sub-divisional Officer, Telegraphs Wardha it justified in refusing to employ Shri Dhyaneswar Dashrath Sukhe, Mazdoor, from 11-6-1978? If not, to what relief the workman is entitled? ”

2. The case of the workman is that Shri Dhyaneswar Dasrath Sukhe was recruited by the P&T Department as a Casual Mazdoor with effect from 1-6-1974. He worked upto 31-8-1977 i.e. 939 days. He was orally asked not to come with effect from 1-9-1977. On his repeated request he was not taken on duty hence he raised a dispute and approached the A.L.C.(C) Nagpur in the year 1977-78 but the conciliation failed.

3. In the mean time he was taken on duty from 1-11-1979 and he worked continuously upto 30-9-84 i.e. for over 1712 days. Thus he had completed 2651 days service with the management. Then again he was orally removed from service with effect from 1-10-1984 and since then he is out of job.

4. During both these termination provisions of Section 25F of the I.D. Act were not complied with.

5. During the said period several juniors were made regular hence he prays reinstatement with back wages, continuity of service and various compensations.

6. The reference was received as far back as on 20-6-1984 and it was registered on that date. Notice were issued to the parties but the management perhaps being the post and telegraph

department sent no intimation about the service of notices to this Tribunal. In the interest of Justice a few times even A/D registered notices were sent but the management i.e. the post and Telegraphs Department even did not send back A/D Receipt except i.e. registered A/D notice sent on 3-12-1986 and 31-1-86 and 13-2-1987 on record. However, in the interest of justice this Tribunal in order to give fair opportunity to the management to represent this case on the application of the workman representative sent notice to be personally served on the official concerned for the date fixed i.e. 15-6-1987. Union representative Shri Sule filed the copy of the notice which bears the endorsement of receipt of notice. But the management did not care to represent the case, hence they were proceeded ex parte.

7. In ex parte workman Shri Dhyaneswar Dasrath Sukhe gave his own statement in support of his case. His statement is that he was appointed as casual mazdoor on 1-6-1974 by the S.D.O. (Telegraph) Wardha. Thereafter he worked regularly till 1-9-1977 i.e. 939 days. On 1-9-1977 without any reason his services were discontinued. He made various representations and raised a dispute before the Conciliation Officer. The conciliation failed and a failure report was sent to the Central Government.

8. In the meantime considering its weakness management reappointed him on 1-11-1979 and thereafter he continuously worked till 30th September, 1984 i.e. for 1712 days. But again he was orally discontinued from work with effect from 1-10-1984. On both these occasions he was neither given notice of wages in lieu of notice or any compensation. When he was first discontinued his juniors were continued in service viz. Ratnakar and 17 others. These persons were also regularised with effect from 5th July, 1983. Not only this but several fresh appointments were also made in D category. He has also proved his identity cards Ex. W/4, W/5 and Ex. W/6 which show his service record with the management. He also stated that before agitating the dispute he made numerous representations but the management did not care. After retrenchment he is not employed anywhere and he is depending on his father.

9. In the absence of any rebuttal or counter pleading I see no reason to disbelieve his testimony on oath.

10. From his statement it is clearly proved that he put in more than 240 days service in the department before his first termination. Before his termination the provision of Sec. 25F of I.D. Act was not complied with. His juniors were continued in service and regularised and even new workers were taken in service. This is clear violation of the principle of first come last go as laid down under Sec. 25G & H of the I.D. Act. The workman has also led evidence as pointed out above about his second appointment on 1-11-1979 and his second termination from 1-10-84. But this is the period not covered in the reference.

Therefore I do not propose to take any notice of this period except for the fact that perhaps his reappointment was a camouflage to cover up the provisions of Sec. 25H of the I.D. Act. But since he was again retrenched it will not fulfil the conditions laid down under Sec. 25H or the principle of first come last go.

11. Next question arises that in the reference order the date of termination has been mentioned as 11-6-78, but according to the workman his first termination was with effect from 1-9-1977 and second from 1-10-1984. For this discrepancy to my mind there could be two reasons. Exts. W/4 to W/6 go to show that the management has shown break in his service at various times. So perhaps according to the management's record his termination was with effect from 11-6-1978, the period covered in conciliation perhaps to satisfy the Conciliation Officer. Second reason could be a typographical error. But since the management has not even bothered to place its case before this Tribunal both these contentions could not be verified. But this hardly matters. Question remains that workman had completed more than 240 days service before his first termination. Therefore his discontinuance of work amounts to retrenchment within the meaning of Sec. 2(00) of the I.D. Act. The management has not complied with the provisions of Sec. 25F of the I.D. Act. Therefore, the workman is entitled to be reinstated.

12. Question arises whether the workman is entitled to back wages and all the ancillary reliefs. The workman has stated that he has remained out of job and is depending on his father. On the other hand, there is nothing by way of pleading or evidence of behalf of the management to rebut his statement. I am, therefore, of the opinion that the workman is entitled to be reinstated with full back wages, continuance of service with all ancillary reliefs like regularisation etc. The workman has also prayed for Rs. 5000/- as compensation under heads i.e. mental torture and towards the costs of these proceedings. As far mental torture and its compensation this is not the forum. However, his prayer regarding cost is proper and he is entitled to a reasonable amount of costs.

13. For the reasons discussed above I answer the reference as under:—

The Sub-Divisional Officer, Telegraphs, Wardha is not justified in refusing to employ Shri Dhyaneswar Dashrath Sukhe, Mazdoor, from 11-6-1978 (or any other date from which the management's records show). Therefore the workman is entitled to be reinstated from the date he was retrenched with full back wages, continuity of service and all other ancillary reliefs like regularisation and seniority etc. Management will further pay costs of Rs.1000/- to the workman. Management will comply this order within three months from the date of this order.

V.S. YADAV, Presiding Officer.
[No. L-40012/9/78-D-II(B)]
HARI SINGH, Desk Officer.